

PRICE AGREEMENT 1443  
MAINTENANCE OF DeBELL MUNICIPAL GOLF COURSE  
FY 10-11 EXTENSION AGREEMENT

ITEM NO.	DESCRIPTION	ADJUSTED MONTHLY COSTS (.36%)
1. a)	18-Hole Golf Course, Driving Range, & Related Facilities	\$ 43,336.98
1. b)	Maintain Par-3 Golf Course and Related Facilities	\$ 4,083.86
1. c)	Tree Trimming on DeBell Golf Course	\$ 5,339.32
	<b>TOTAL MONTHLY CHARGES</b>	<b>\$ 52,760.16</b>

- A. Vendor agrees to the adjusted monthly costs as stated above and that these prices will stay effective for twelve (12) consecutive months. These prices may be adjusted upon contract renewal as indicated in the General Conditions for Price agreement No. 1443 – Maintenance of DeBell Municipal Golf Course.
- B. Vendor agrees that the same terms and conditions as stated in the General Conditions apply to this Extension Agreement.

The undersigned bidder hereby promises, agrees and guarantees to furnish labor; all materials except those furnished by the City; equipment and services for such work in strict conformance with Specifications and other contract documents of **PRICE AGREEMENT NO. 1443 - MAINTENANCE OF DeBELL MUNICIPAL GOLF COURSE**

COMPANY NAME

ValleyCrest Golf Course Maintenance, Inc.

AUTHORIZED SIGNATURE

*Gregory A. Piskachala* DATE 1-10-2011

PRINT NAME

Gregory A. Piskachala

ADDRESS

24151 Ventura Blvd.

Calabasas, CA 91302

TELEPHONE NUMBER

(818) 223-8500

FAX NO. (818) 225-2336

TAX IDENTIFICATION

95-2999239

City of Burbank  
Price Agreement No. 1443  
Quotation Request No 2001-081

For the Maintenance of  
De Bell Municipal Golf Course

Mike Flad  
Parks and Recreation & Community Services Director  
City of Burbank  
September 2001



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## INSTRUCTIONS TO BIDDERS

### 1. FORM OF PROPOSAL AND SIGNATURES

The proposal shall be submitted, fully executed, on the form provided by the City, and it shall be enclosed in a sealed envelope marked and addressed as hereinafter directed. The total base bid shall be stated in words and figures. **IN THE EVENT WORDS AND FIGURES DO NOT AGREE, THE WORDS SHALL GOVERN AND FIGURES SHALL BE DISREGARDED.** If the proposal is made by an individual, it shall be signed and his full name and address shall be given. If it is made by a partnership, it shall be signed for the partnership by a general partner thereof. The name and address of each member of such partnership shall also be given. If made by a corporation, it shall be signed for the corporation by its duly authorized officer, and the corporate seal shall be affixed to the signature page. An appropriate affidavit must also be signed before a notary public. Oral, telegraphic, telephonic, facsimile, or internet bids will not be considered.

### 2. PREPARATION OF PROPOSAL

Blank spaces in the proposal shall be properly completed. The text of the proposal must not be changed, and no additions shall be made to the terms contained therein. Unauthorized conditions, limitations or provisions attached to a proposal will render it informal and may cause its rejection. Alterations by erasure, line-outs or interlineation must be explained or noted in the proposal over the signature of the Bidder. Alternate proposals will not be considered unless specifically requested. A Bidder may withdraw a proposal, without prejudice, before the hour fixed for opening of bids, by submitting a written request to the Purchasing Manager for its withdrawal. In such event, the proposal will be returned to the Bidder unopened. No proposal may be withdrawn after the hour fixed for opening bids without approval of the City. If the proposal is to be withdrawn after opening would otherwise have been the low bid, the accompanying certified or cashier's check, or bidder's bond shall be subject for forfeiture as liquidated damages in like manner as in the case of failure to execute the contract or furnish required bonds, as hereinafter provided. No proposal received after the specified deadline or at any place other than the place stated in the Price Agreement will be considered. All bids will be opened and declared publicly. Bidders or their representatives are invited to be present at the opening of bids.

### 3. BIDDERS INTERESTED IN MORE THAN ONE BID

A person, firm or corporation shall NOT make or file, or be interested in more than one bid, for each proposal or bid request (except an alternative bid when specifically requested) provided, however, a person, firm or corporation who has submitted a sub-proposal to a prime Bidder, or who has quoted prices on materials to such prime bidder, is not thereby disqualified from submitting a sub-proposal or from quoting prices to other bidders submitting proposals.

### 4. FEDERAL, STATE AND LOCAL TAXES

All bid prices shall include all applicable Federal, State and Local taxes. Should such taxes be increased or decreased by law after the opening of bids, the net amount of such increase or decrease shall be added to or subtracted from the total contract price, as the case may be. Bid prices shall exclude Federal transportation taxes from which the City is exempt, provided, however, if the State of California Use Tax is applicable, it shall be quoted as a separate item in the proposal, and the bidder shall state whether or not he is authorized or required to collect such Use Tax.

## 5. INTERPRETATION OF DRAWINGS AND DOCUMENTS

If a prospective Bidder is in doubt as to the true meaning or intent of any part of the Contract Documents including the Specifications, or discovers discrepancies in, or omissions from, the Technical Specifications or Drawings, he may submit to the Purchasing Manager a written request for an interpretation or a correction thereof. Interpretations or corrections of the Contract Documents including the Specifications and Drawings shall be made only by addendum duly issued by the Purchasing Manager, and a copy of such addendum will be sent by regular mail, postage prepaid, or delivered to each person who received a set of the Contract Documents whose address is known to the Purchasing Manager. Such addendum shall be considered a part of, and incorporated in, the Contract Documents.

## 6. LOWEST RESPONSIBLE BIDDER

In selecting the lowest responsible Bidder, consideration will be given not only to the price but also those matters contained in Burbank Municipal Code 9-122. To receive favorable consideration, a Bidder may be required to present evidence that the Bidder has successfully performed similar work of comparable magnitude and complexity, or submit other evidence satisfactory to the City that the Bidder is competent to manage the proposed undertaking and to carry it forward to a successful conclusion. A showing of adequate financial resources may be required, but, unless otherwise stated, it will not be used as the only factor to determine whether a Bidder is able to undertake the proposed work.

## 7. BID BOND OR CHECK

Each Bidder shall submit with his proposal, either an unconditional, certified or cashier's check drawn on a solvent state or national bank which has a branch in the County of Los Angeles, California, or a Bidder's Bond, with a responsible Corporate Surety, on the form furnished by the City, in the amount of Fifty Thousand (\$50,000.00) dollars, payable to the City of Burbank. Such check or bond shall guarantee that the Bidder will, if award is made to him in accordance with the terms of his proposal, promptly execute the Contract in the required form, and furnish satisfactory Faithful Performance Bond, Payment Bond, Insurance and the Injury and Illness Prevention Program (IIPP). If a Bidder, to whom an award is made, fails or refuses to execute the Contract, or fails to furnish the required bonds, insurance and the Injury and Illness Prevention Program (IIPP) in a form acceptable to the City, all within the time stated in paragraph 8 hereof, the moneys represented by said check or Bidder's Bond shall be forfeited and become and remain the property of the City. The Bidder and the Surety agree that said money shall be retained as liquidated damages due to the City resulting from the failure, refusal or delay in the execution of the contract and the performance of work thereunder. The check or Bid Bond furnished by a Bidder to whom the Contract is awarded will be returned to such successful Bidder after all of the acts for which said check or Bid Bond is a guarantee, have been fully performed. Checks or Bid Bonds of other bidders will be returned when their proposals are rejected, or in any event, no later than the expiration of ninety (90) calendar days from the date of opening bids. The liability of the City in connection with the said checks shall be limited to the return of the checks as herein provided.



## 8. EXECUTION OF CONTRACT

A Bidder whose proposal is accepted shall, except as provided in paragraph 7 hereof, execute a written Contract with the City on the form of agreement attached hereto and furnish good and approved bonds, insurance and the Injury and Illness Prevention Program (IIPP), within fifteen (15) working days from the date of the mailing of a notice from the City of the bidder, according to the address given by him, of the acceptance of said proposal. The Purchasing Manager may provide in writing additional time for cause not to exceed a total of five (5) working days. In no event shall Bidder deliver any equipment, materials, or perform any work under the Contract, nor shall any purchase order be issued until bidder has furnished the bonds, insurance, and Injury and Illness Prevention Program (IIPP) in forms acceptable to the City. If a Bidder, whose proposal is accepted, fails or refuses to enter into the Contract as herein provided, or to conform to any of the stipulated requirements in connection therewith, the money represented by his check or bidder's bond shall become the property of the City as provided in paragraph 7 hereof and the award will be annulled. In the discretion of the City, an award may be made to the Bidder whose proposal is next most acceptable to the City, and such second Bidder shall fulfill each stipulation embraced herein as if he were the party to whom the first award was made. A corporation to which an award is made may be required, before the Contract is finally signed, to furnish evidence of its corporate existence, of its right to do business in California, and of the authority of the officer to sign the Agreement and bonds for the corporation to so sign.

## 9. ADDRESS AND MARKING OF PROPOSAL

The envelope enclosing the proposal shall be sealed and addressed to the Purchasing Manager, City Hall Annex, 301 East Olive Avenue, Burbank, California 91502, or P. O. Box 6459, Burbank, California 91510. The envelope shall be plainly marked in the upper left-hand corner with the name and address of the bidder and bear the words, "Proposal For" followed by the name of the work and the date and hour of opening bids. The certified or cashier's check or bidder's bond shall be enclosed in the same envelope with the proposal.

## 10. QUALIFICATIONS OF BIDDER

Only manufacturers or Contractors of established reputation, or their duly authorized dealers or agents, having proper facilities for the manufacture of the materials or equipment and for servicing same, or for proper execution of the work called for in the Specification, will be considered in making the award.

## 11. LOCATION CONDITIONS

Bidders shall read the specifications, examine the drawings, and make their own estimates of the existing facilities and the difficulties which will attend the execution of the work called for by the proposed Contract, attending local conditions, uncertainty of weather, and all other contingencies. Bidders shall satisfy themselves by personal examination of the location of the proposed work, and by such other means as they may choose as to actual conditions and requirements and as to the accuracy of the quantities stated in the proposal forms. Information derived from the maps, plans, specifications, profiles, or drawings, or from the Deputy Director of Park Services or his assistants, shall not relieve the Bidder of this responsibility.



12. RESERVATIONS

The City reserves the right to reject any and all bids, or any item or items of the bid, and to waive any informalities or technical defects as the interests of the City may require.

13. CONTRACTOR'S LICENSE CLASSIFICATION

In accordance with the provisions of California Public Contract Code Section 3300, the OWNER has determined that the CONTRACTOR shall possess a valid CLASS "C-27" Landscaping license at the time that the Contractor submits bid. Failure to possess the specified license shall render the Bid non-responsive and shall act as a bar to award of the Contract to any Bidder not possessing said license at the time of bid.

14. MANDATORY PRE-BID CONFERENCE

A MANDATORY pre-bid conference and job walk will be held Thursday, October 4, 2001 beginning promptly at 2:00 p.m. Please meet Jan Bartolo, Deputy Director, Park and Recreation/Park Services (818) 238-5315 at De Bell Municipal Golf Course, Pro Shop, 1500 Walnut Ave., Burbank, CA. on this date and time. FAILURE TO ATTEND THE PRE-BID CONFERENCE WILL DISQUALIFY YOUR BID.

Questions arising from the bidder's conference and walk-through inspections, if any, will be considered only in the presence of all attendees. There will be no private or unilateral consultations. The City will assume no responsibility for any understandings or representations concerning conditions made by and of its officers or agents prior to execution of the contract unless it is included in the specifications or related documents.

## GENERAL CONDITIONS

### 1. GOAL

The City of Burbank is seeking submittals from firms that have the interest, qualifications and desire to provide maintenance services for the City-owned golf course. The services shall provide a standard equal to or better than the level of service that currently exists.

### 2. DEFINITIONS

Whenever the words defined in this section, or pronouns used in their stead, occur in any of the Contract Documents, they shall have the meaning here given:

- A. The word CITY shall mean the City of Burbank.
- B. The word COUNCIL shall mean the Council of the City of Burbank.
- C. The word CITY MANAGER shall mean the person holding the position of City Manager of the City of Burbank.
- D. The title PARK AND RECREATION & COMMUNITY SERVICES DIRECTOR shall mean the person holding the position of Director of the Park and Recreation & Community Services Department of the CITY, and his duly authorized representatives.
- E. A title or office shall mean the person holding the title or office of the CITY unless the context clearly indicates otherwise.
- F. CITY STAFF shall mean Deputy Director of the Park and Recreation & Community Services.
- G. GOLF STAFF shall mean the Golf Professional or his/her designated representative.
- H. The word CONTRACTOR shall mean the person, firm, or corporation entering into a contract with the CITY for the performance of work or the furnishing of material, equipment or supplies required by the Contract Documents, and the legal representative or the agent appointed to act for said CONTRACTOR in the performance of the contract. Said party is referred to throughout the Contract Documents as if of the singular number and masculine gender.

- I. The word **SUBCONTRACTOR** shall mean any person, firm or corporation performing work, labor or rendering service or furnishing materials or supplies to the Contractor in an amount in excess of one-half (1/2) of one percent (1%) of the Contractor's total bid.
- J. Whenever in the Contract Documents the words **DIRECTED**, **REQUIRED**, **PERMITTED**, **ORDERED**, **DESIGNATED**, **PRESCRIBED**, or words of the like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Park and Recreation & Community Services Director is intended, and similarly the words **APPROVED**, **ACCEPTABLE**, **SATISFACTORY**, or words of the like import, shall mean approved or acceptable to, or satisfactory to the Director of Park and Recreation & Community Services unless otherwise expressly stated.

### 3. BACKGROUND

The geographic area to be maintained shall consist of the entire parcel of real property commonly known as De Bell Municipal Golf Course, located at 1500 Walnut Avenue in the City of Burbank. De Bell Golf Course is an eighteen-hole public facility with terraced fairways carved out of the Verdugo Mountains. The course first opened for play in 1959 and the nine hole par three golf course opened in 1962. The combined twenty-seven-hole facility produces approximately 113,000 rounds annually with over 25,000 golf cart rentals.

The area to be maintained shall include the eighteen-hole regulation golf course, the nine-hole three par golf course, driving range, clubhouse landscape, and surrounding landscape areas described and in accordance with the Technical Specifications of this Price Agreement.

It shall NOT be the CONTRACTOR'S responsibility to maintain or repair area lighting systems, the clubhouse, golf cart shed buildings, or any other building located on the golf course property, golf cart paths, any bridges and accessory structures, or parking lots and roadways except to the extent required in the Technical Specifications of this Price Agreement, and to the extent that these facilities may be damaged by golf maintenance CONTRACTOR operations or their employees.

### 4. TERM OF CONTRACT

The term of this agreement shall be for a period of five (5) years, but the CITY reserves the right to terminate the agreement unilaterally at any time upon thirty (30) days written notice to the CONTRACTOR.

The first two years of the contract the contractor agrees to hold his prices terms and conditions, each subsequent year in September, the yearly contract amount will be adjusted by the rate of change in the Consumer Price Index (CPI) experienced in the preceding September over the CPI for the month of September in the preceding calendar year. The CPI used will be that for Urban Wage Earners and Clerical Workers published by the Department of Labor, Bureau of Labor Statistics for the Los Angeles-Long Beach area. The CPI for September 2001 will be the base year index, and no rate of change in excess of five percent (5%) will be used in making the adjustment.



The City desires the option of extending this agreement for an additional five (5) years on a year by year basis. AGREEMENT OR EXCEPTION TO THIS OPTION MUST BE SPECIFIED ON THE BIDDER'S PROPOSAL.

At the start of the agreement, the CONTRACTOR shall provide, at his sole expense, all necessary equipment to perform all tasks as outlined in the Technical Maintenance Specifications.

5. LEVEL OF MAINTENANCE

- A. All work shall be performed in accordance with the highest golf course maintenance standards at established frequencies so as to maintain the aesthetic level of the golf course with that of similar courses in the area. Standards and frequencies may be modified from time to time as deemed necessary by the CITY for the proper maintenance of this course.
- B. The CONTRACTOR must provide a Superintendent and maintenance crew at the golf course daily, including weekends and holidays, during normal working hours as determined by the CITY. All of the CONTRACTOR'S maintenance personnel shall be supervised by a qualified Class "A" superintendent with a minimum of five (5) years experience in managing the daily operation of a golf course in a climate similar to Burbank and with training equivalent to graduation from an accredited four year college or university with major course work in management horticulture or related field. The superintendent shall be the resident superintendent of De Bell Municipal Golf Course and the maintenance of De Bell Municipal Golf Course shall be his sole responsibility. The Superintendent shall be authorized to act for the Contractor in all matters relating to the work and the Contractor shall be bound thereby. The CONTRACTOR must employ sufficient English speaking supervisory personnel to act for the CONTRACTOR at all times when the Superintendent is absent from the Course, including weekends and holidays.

The CONTRACTOR must employ sufficient personnel to perform all work as scheduled and approved by the CITY. In the case of irrigation system maintenance and repair, the CONTRACTOR shall agree to employ qualified personnel to perform this work as approved by the CITY. Approval will be based on the adequacy of previous experience of these personnel as demonstrated by resumes submitted by the CONTRACTOR.

All maintenance employees shall present a neat, well-groomed appearance at all times.

Employees shall act in a courteous, professional manner at all times. Every effort shall be made to perform the work while creating minimum disturbance to the golfers. Any employee who is determined by the Authorized City Representative to be incompetent, disorderly, intemperate, or otherwise objectionable shall be immediately removed from the crew and replaced with a satisfactory replacement.

The CONTRACTOR shall pay for and bear the maintenance cost of special uniforms for all employees working on the golf course. The uniform shall be worn as a complete unit and be fitted properly. The uniform shall be cleaned and pressed with no rips, tears or permanent stains present. A hard hat must be worn at all times when working on the golf course.

- C. Monthly inspections of all areas included in the agreement shall be made jointly by the GOLF STAFF and the CONTRACTOR. The results of each inspection shall be recorded and retained for reference in evaluating the amount of monthly payment to be made to the CONTRACTOR.
- D. If, in the judgement of the CITY, the level of maintenance is less than that specified herein, the CITY shall, at its option, in addition to or in lieu of other remedies provided herein, withhold payment from the CONTRACTOR in an amount specified in the Deficiency Notice (Exhibit "A"), until services are rendered in accordance with specifications set forth within this document and providing no other arrangements have been made between the CONTRACTOR and the CITY.

Notices and penalties for non-performance are set forth as follows:

- 1. Deficiency Notice: The CONTRACTOR is required to correct deficiencies within the time specified by the CITY.
  - 2. Withholding of Payment: Provided work under the Deficiency Notice has not been complete, payment for subject deficiency shall be withheld for current billing period, and shall continue to be withheld until deficiency is corrected, without right to retroactive payments.
- E. The CONTRACTOR'S representatives shall contact the CITY on a regular basis for notification of special maintenance item(s) requiring correction.

## 6. REPORTING

The CONTRACTOR or his representative shall meet with the Parks and Recreation & Community Services Director or his/her agent on a regular monthly basis and at such other times as may be required by the CITY to review the performance of the Agreement and to discuss any problems or matters as determined by the CITY. In addition, the CONTRACTOR or his representative shall meet weekly with the GOLF STAFF to review course conditions and maintenance schedules so that interference with tournament play is avoided and interference with regular play is minimized.

## 7. RECORDS

The CONTRACTOR shall keep accurate books and records concerning all of his employees or agents and provide the CITY with names, addresses, and telephone numbers of employees to be called in emergency.

The CONTRACTOR shall also complete a weekly maintenance report (Exhibit "B") indicating work performed and submit this completed report weekly to the CITY'S designated representative. This report should also contain a description, including manhour equipment, and materials breakdowns and costs used to accomplish any additional work which the CONTRACTOR deems to be beyond the scope of the contract. Under ordinary conditions, payment for this work will not be authorized unless the additional work, and costs thereof, are first approved by the CITY.

In addition, the CONTRACTOR shall, within thirty (30) days of the effective date of this agreement, prepare and submit a written annual maintenance schedule to the CITY STAFF. This maintenance calendar shall clearly indicate all of the major maintenance tasks required by this agreement and the months of the year they are scheduled to be performed. This calendar should be prepared in coordination with the GOLF STAFF'S tournament and event calendar. If it is necessary to make periodic revisions to this maintenance schedule, a modified calendar must be submitted to the CITY STAFF for approval prior to the date the changes are to take effect.

The CONTRACTOR shall also permit the CITY to inspect and audit its books and records at any reasonable time.

#### 8. EMERGENCY SERVICES

The CONTRACTOR will provide the CITY with the names and telephone numbers of at least two qualified persons who can be called by CITY representatives when emergency maintenance conditions occur during hours when the CONTRACTOR'S normal work force is not present. During periods of inclement weather, the CONTRACTOR will provide sufficient personnel 24 hours per day at the golf course for the purpose of sandbagging, keeping drains clear, and/or any other tasks required preventing damage to golf course improvements or facilities.

Emergency services shall be performed by the CONTRACTOR for no additional compensation.

#### 9. COURSE TEMPORARILY OUT OF PLAY

Whenever play must be temporarily suspended on golf course facilities due to inclement weather conditions, the decision on when to allow play to resume, and when to allow carts to go out on the course will be made by mutual agreement between the CONTRACTOR and GOLF STAFF. In the event an agreement cannot be reached, the CITY shall make the decision, and its decision shall be final.



10. COURSE OUT OF OPERATION

In the event any of the course area is unusable for golf for any reason, including acts of nature or vandalism, the CITY may declare, for the purpose of maintenance, that an emergency condition exists and that it is out of operation. The CITY and the CONTRACTOR will then jointly determine what changes in the normal level of maintenance, if any, may be necessary, including additional hours of labor and materials to be used. The normal consideration to be paid to the CONTRACTOR under the terms of this contract on a pro rata basis during the period of such an emergency shall be diminished or increased only if there is a change in the overall level of service rendered by the CONTRACTOR as determined by both parties. Any increase in consideration to the CONTRACTOR shall be calculated on the basis of additional actual cost plus fifteen percent (15%) profit.

A decrease in consideration shall be calculated on the basis of the value of labor and materials, which the CONTRACTOR does not have to expend as a result of an emergency condition. If the parties are unable to agree on any aspect herein, an arbitrator shall be appointed by them jointly to resolve the issue.

Notwithstanding any provisions contained elsewhere in this contract, the CITY reserves the right to perform any repair or construction work it deems advisable, including normal routine maintenance contemplated by this contract, with its own labor and equipment or through a third party.

11. MATERIALS TO BE PROVIDED BY CONTRACTOR

The CONTRACTOR at his own cost and expense shall furnish all necessary equipment, supplies, and materials of good quality and in the amounts necessary to fulfill this contract and to accomplish an acceptable and professional level of maintenance. The equipment, supplies, and materials shall include but are not limited to:

- A. State of the art equipment necessary to meet and comply with the technical specifications of this contract and to accomplish an acceptable and professional level of maintenance.
- B. All necessary gas, oils, and spare parts for all equipment.
- C. All necessary top dressing, seed, fertilizers, fungicides, insecticides, and herbicides.
- D. Parts necessary for the repair and maintenance of all irrigation systems.
- E. Tee towels, soap, ball washers, putting green cups and flags, benches, trap rakes, tee markers, tee mats, trash receptacles, cleat brushes, and all other pertinent golf course equipment.
- F. Materials for the installation and maintenance of French drains.

G. White silica sand for traps on an as-needed basis.

The CONTRACTOR shall secure the CITY'S approval of the type of each supply, material, or equipment prior to its use or installation on golf course facilities.

12. TRAINING

The CONTRACTOR who is awarded Price Agreement No. 1443 shall allow for at least a minimum of two (2) week cross-training period with the existing contractor. This is a mandatory condition of the Price Agreement and must be conducted prior to the termination of the existing contract.

13. CLAIMS BY CONTRACTOR'S EMPLOYEES

The CONTRACTOR shall hold harmless the CITY and all of its agents, employees and officers from any and all damages or claims, of any kind or nature, that may be or may arise directly or indirectly from the performance of duties by the CONTRACTOR, including, but not limited to any claims which may arise either directly or indirectly from the use of any equipment, tools, or materials which the CITY may supply or sell to the CONTRACTOR.

In connection with said equipment, tools, and materials, the CONTRACTOR expressly acknowledges that he has examined same and hereby waives any claim, now or in the future, against the CITY arising directly or indirectly from any injuries that may be suffered by the CONTRACTOR or any of his employees or agents, or any other party from the use or condition of said equipment, and acknowledges further that the CITY makes no representations or warrants of any kind or nature as to quality, quantity, fitness for use or condition of said equipment or of the golf course or any of the improvements thereon and that said equipment and the golf course and improvements thereon are acceptable, and will be used by the CONTRACTOR in their "as is, where is" condition.

14. USE OF CITY MAINTENANCE BUILDINGS

The CITY shall allow the CONTRACTOR to utilize the golf course service yard and maintenance buildings located on 1155 Walnut Avenue to store equipment and supplies for the maintenance of golf course facilities. The CITY shall have the right of access to the service yard and buildings therein at all reasonable times.

15. LIABILITY FOR DAMAGES

The CONTRACTOR shall be fully responsible for any and all damage done to CITY property, equipment, or other property of the public on golf course premises that result from the CONTRACTOR'S operations under this contract. This shall include but not be limited to the replacement, at CONTRACTOR'S expense, of shrubs, trees, vines, turf, ground cover or other landscape items that are lost due to negligence in pest and disease control practices; and/or due to improper watering, fertilizing, or lack of proper maintenance and care.

16. BIDDER'S BOND

Each proposal must be accompanied by a certified cashier's check or by a corporate surety bond on the form furnished by the City, in the amount of Fifty Thousand (\$50,000.00) dollars as a guarantee that the successful bidder, if awarded the contract, will furnish a satisfactory one hundred percent (100%) faithful performance and payment bonds on the forms provided by the City. Said bonds must be secured through an authorized agent or broker having an office in the County of Los Angeles.

17. FAITHFUL PERFORMANCE AND PAYMENT BONDS

The bidder to whom contract is awarded shall promptly furnish at his own cost and expense the requisite Faithful Performance and Payment Bonds with a responsible corporate surety authorized to issue such bonds in California and secured through an authorized agent in the County of Los Angeles, on the bond forms provided by the CITY, and subject to approval of the City Attorney.

- A. Faithful Performance Bond: The said Faithful Performance Bond shall be in the sum of Not less than one hundred percent (100%) of one year's contract price stated in the Bidder's Proposal and conditional upon the faithful performance by the said bidder of all covenants, terms, conditions and stipulations in the contract on his or its part to be done and performed at the times and in the manner specified therein, and that all materials used and workmanship employed in the performance of the contract shall be free from defects, and that should any defects therein appear within a period of one (1) year from the date of acceptance by the CITY, the CONTRACTOR shall, at his own cost and expense, repair, replace, and correct such defects to the satisfaction of the Deputy Director of Park Services within thirty (30) days after notice thereof by the CITY.
- B. Payment Bond: Except a contract to furnish material or equipment only, a CONTRACTOR to whom contract is awarded shall in addition to said Faithful Performance Bond furnish a Labor and Material Bond in the sum of not less than one hundred percent (100%) of one year's contract price and shall be conditioned and provide that if the CONTRACTOR or his SUBCONTRACTOR'S, fails to pay for any materials, transportation, provisions, provender or other supplies, teams, appliances, or utilities used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, said surety will pay the same in an amount not exceeding the sum set forth above, and also in case suit is brought upon this bond a reasonable attorneys' fee to be fixed by the Court. This bond shall insure to the benefit of any and all persons, firms, and corporation entitled to file claims under and by virtue of the provisions of Section 1192.1 of the Code of Civil Procedure of the State of California.

18. PERSONAL LIABILITY

No member of the City Council or other officer, employee, or agent of the City, or their consultants shall be personally responsible for any liability arising under or by virtue of the Contract.



19. INDEMNITY

The City has retained the services of Contractor to be responsible for landscape maintenance services at the DeBell Golf Course. Contractor has, prior to submitting its proposal to maintain the golf course, thoroughly inspected and is familiar with the golf course and its related facilities. Contractor has represented that it has specialized expertise in the area of golf course maintenance and City has relied upon said representations in selecting Contractor for this Agreement. City relies on the expertise of Contractor to maintain the golf course and to promptly notify City in writing of any dangerous conditions occurring thereon caused or maintained by any person or entity, including the City. Contractor agrees to defend, indemnify and save harmless the City its agents, officers and employees from and against any and all claims, demands, losses, damages, costs, liabilities and expenses (including, but not limited to, attorney's fees and costs of suit) of whatever kind or character, on account of any actual or alleged loss, injury or damages to any person, firm, corporation or to any property, arising out of or in connection with any person's use of or presence on the golf course or Contractor's performance of this Agreement, including any worker's compensation suits, liability or expense, except in cases of the sole gross negligence of the or willful misconduct of the City and in connection therewith:

- A. The Contractor will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses, including attorneys' fees incurred in connection therewith.
- B. The Contractor will promptly pay any judgment rendered against the Contractor or the City, its officers, employees and agents covering such claims, damages, penalties, obligations and liabilities arising out of or in connection with such work, operations, or activities of the Contractor hereunder; and the Contractor agrees to save and hold the City, its officers, employees and agents harmless therefrom.
- C. In the event the City is made a part of any action or proceeding filed or prosecuted against the Contractor for such damages or other claims arising out of or in connection with the work, operation or activities of the Contractor hereunder, the Contractor agrees to pay to the City any and all costs and expenses incurred by the City in such action or proceeding together with the reasonable attorneys' fees.

So much of the money due to the Contractor under and by virtue of the Contract as shall be considered necessary by the City may be retained by the City until disposition has been made of such actions or claims for damages as aforesaid. Contractor's duty to indemnify City shall survive the expiration or other termination of this Agreement.

## 20. INSURANCE

The Contractor shall assume all liability for injuries to persons or damages to property during the performance of the Contract caused by any equipment or materials furnished or work done under the Contract or the operation thereof until completion and acceptance of the work by the City, and shall, at his own expense, furnish and maintain Worker's Compensation Insurance, Public Liability and Property Damage Insurance as herein provided, whether performance be by the Contractor, his Subcontractors, or anyone directly or indirectly employed by him, and such insurance shall be obtained from an insurance company authorized to do business in the State of California. Said insurance shall provide that it will not be modified, canceled or terminated until at least thirty (30) days' prior written notice thereof has been filed with Purchasing.

Before delivering any equipment, materials, or the performance of any work by the Contractor, Subcontractors or any agent, servant, employee or representative of any of them, at the jobsite under the Contract, the Contractor must file with Purchasing a policy or an acceptable Certificate of Insurance subject to approval of the City Attorney, indicating the requisite is in full force and effect.

- A. Worker's Compensation Insurance. The Contractor shall furnish satisfactory evidence that he has secured in the manner required by law the payment of Worker's Compensation provided for in the California Labor Code and all amendments thereto and shall maintain such insurance during the life of this Contract. The Contractor shall require each and every Subcontractor to secure similar Worker's Compensation Insurance unless already covered by the Contractor. Contractor shall annually provide City with a certificate of insurance showing proof of such insurance acceptable to City.
- B. Public Liability and Property Damage. During the term of this Agreement, Contractor shall carry public liability insurance with an insurance company qualified to do business in the State of California, which insurance company shall have Best Rating of B+ or better. Said insurance shall be in an amount on the effective date of this agreement, with limits no less than \$1,000,000, combined single limit protecting the Contractor from any and all claims and actions for damage which may directly or indirectly arise from, grow out of or be attributable to their operations or performance under this Contract, whether such operations are by the Contractor or by any Subcontractor, or by any person directly or indirectly employed by either of them. Contractor shall also provide City with the full name, address, and telephone number of the insurance carrier. City may require, at any time, additional proof of insurance, including copies of policies.

The following **ENDORSEMENTS** are required to be placed on a Separate Endorsement to the policy furnished:

- 1) The City of Burbank, 275 East Olive Avenue, Burbank, CA 91502, its officers, employees, agents and representatives are named as additional insureds ("additional insureds") with regard to liability and defense of suits arising from the operations and uses performed by or on behalf of the named insured.

- 2) With respect to claims arising out of the operations and uses performed by or on behalf of the named insured, such insurance as is afforded by this policy is primary and is not additional to or contributing with any other insurance carried by or for the benefit of the additional insureds.
  - 3) This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
  - 4) With respect to the additional insureds, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days written notice has been given to the City of Burbank, Purchasing Division, 301 E. Olive Ave., Burbank, CA 91502.
- C. Automobile Insurance. Automobile Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000) combined single limit for bodily injuries and property damage, including all owned, hired and non-owned vehicles.
- D. Damage and Theft. The Contractor may insure the equipment, materials and work to cover Contractor's interest in the same from time to time, as required. The City will not, under any circumstances, be liable, answerable or accountable for any theft, loss or damage, however and by whatever cause, to said equipment, materials and work, or any part or parts thereof, used or employed in fully completing the Contract, until after the contract is completed and formal acceptance of the work by the City.
- E. Blanket Insurance Policies. Blanket insurance policies complying with the above requirements carried by the Contractor, or acceptable and approved certificates thereof, may be substituted for specific policies upon approval by the City Attorney.

## 21. CONSIDERATION

Total consideration to be agreed upon the CITY and the CONTRACTOR for the five-year term of the contract shall be divided into sixty (60) equal monthly payments, and each payment shall be made on or about the fifteenth (15<sup>th</sup>) day of each calendar month commencing the first month following the effective date of the contract except for cause as outlined in these General Conditions.

## 22. UNSATISFACTORY EMPLOYEES

Persons employed by the CONTRACTOR who are found not to be satisfactory by the CITY shall be discharged or reassigned by the CONTRACTOR on fifteen (15) days notice from the CITY.



23. ASSIGNMENT OF CONTRACT

This contract, nor any part thereof, shall not be assigned, hypothecated, sold, alienated or transferred by the CONTRACTOR or by operation of law or otherwise, and will not be recognized or create any liability of the CITY thereby, with the sole exception and unless the prior formal approval of the CITY has been obtained thereto and the surety has consented thereto in writing filed with the CITY.

24. COMPLIANCE WITH APPLICABLE LAWS

The CONTRACTOR shall have in his possession and be familiar with all safety regulations issued by the State Division of Industrial Safety and shall comply with these and all other applicable laws, ordinances, and regulations governing Affirmative Action Programs and health and safety. The CONTRACTOR shall provide all safeguards and protective devices and take any other action necessary to protect the health and safety of employees on the job and safety of the public in connection with the performance of the work required by this contract.

Nothing in this contract shall be construed to relieve the CONTRACTOR from compliance with all applicable laws whether municipal, county, state or federal.

25. ADVERTISING

No advertising of any kind or description, bill posters, printed, painted or by the use of any other method or application legible to human sight, shall appear on any buildings, structures, fences, canopies, posts or signs except valid and authorized legal notices required to be placed thereon and except as may be specifically authorized in these General Conditions.

26. GOLF COURSE IMPROVEMENTS

The construction of golf course improvements, such as cart paths, new green or tees, and irrigation system installations may be done by the CONTRACTOR on a negotiated price basis when requested by the CITY, provided, however, that the CITY shall have the option to take bids for the doing of such work and may award bid to the lowest responsible bidder.

27. VANDALISM

City-owned property, whether real or personal, which is damaged or destroyed through vandalism or which disappears through an unknown cause shall be the responsibility of the CONTRACTOR to repair and or replace.

28. RECOVERY OF ATTORNEY'S FEES

Should action be instituted to enforce any of the terms and provisions of the contract, the prevailing party in such action shall be entitled to recover such reasonable attorney fees as may be affixed by the Court.

29. UTILITIES

All utilities shall be provided by the CITY. The CONTRACTOR will be responsible for using care in maintaining proper energy management levels in all areas of his control. The CITY shall provide rubbish dumpster for use by the CONTRACTOR at no cost to said CONTRACTOR.

30. WATER

The CITY shall furnish an adequate quantity of reclaimed water with which to irrigate the golf course. In the absence of an adequate supply of reclaimed water, the CONTRACTOR will not be responsible for any loss of plant life.

31. TERMINATION FOR BREACH

- A. If the Contractor refuses or fails to prosecute the work, or any separate part thereof, or with such diligence as will insure its completion within the time specified in this Contract and any authorized extension thereof, or fails to keep said work within such time, or if he or any of his Subcontractors should violate any of the provisions of this Contract, the City may serve written notice upon him and his Surety of its intention to terminate the work to be performed under this Contract, such notice to contain the reasons for such intention, and unless within ten (10) days after the serving of such notice, such violation shall cease and arrangements satisfactory to City Staff for the correction thereof be made, upon the expiration of said ten (10) days this contract shall be considered conclusively as breached, and further work thereunder by the Contractor shall immediately cease and terminate.
- B. Upon such breach and termination aforesaid, or in the event a voluntary or involuntary petition in bankruptcy is filed by or against the Contractor, or if the Contractor signs or makes a general assignment for the benefit of creditors, or if an application or other procedure for appointment of a receiver for the Contractor or his business is favorably ruled upon by competent authority providing for such appointment of a receiver, this Contract shall be considered conclusively as breached and further work thereunder by the Contractor shall immediately cease and terminate.
- C. In the event of any such termination as provided in paragraphs (a) and (b) above, legal title to all equipment, materials, and supplies, whether or not incorporated or installed in the work to be done hereunder, and all construction or installations and work done shall immediately vest in and pass to the City, and the City may take charge of the work and complete all the work to be furnished and done under this contract in any manner considered to be for the best interest of the City. In completing this Contract, the City may take possession of and use any or all of the materials and supplies in the discretion of the City, for which the Contractor has a valid agreement with the supplier. The City may procure other materials, equipment, supplies and provide the necessary labor for the completion of the work, or enter into a Contract therefor, and charge all the cost and expenses to fully complete the Contract to the Contractor. In the event such cost and expense to fully complete the Contract shall exceed the amount which would have been due the Contractor under the Contract had it been completed by him, any such excess cost and expense shall be due and paid to the City by the Contractor and his Surety.

- D. Notwithstanding anything herein to the contrary, if partial payments are made by the City to the Contractor as provided in General Conditions, Paragraph 21 hereof, it is specifically understood and agreed that the City shall have the entire beneficial interest in and to that portion of all the work for which such partial payment was made to the Contractor at the time such payments are made, without taking into consideration such amounts, if any, withheld in accordance with General Conditions, Paragraphs 5.D and 36.

**32. SUBCONTRACTORS**

- A. The Contract shall set forth the name, address, license number and expiration of said license of each Subcontractor who will perform work or labor, render service to the Contractor in or about the work involving an amount in excess of one-half (1/2) of one percent (1%) of the Contractor's total bid, and the portion of the work which will be done by each Subcontractor. It is understood that upon failure to so designate a Subcontractor, it will then become the Contractor's responsibility to do the work himself.
- B. The Contractor shall not substitute any Subcontractor in place of the Subcontractor designated in the original Bidder's Proposal, nor permit any such subcontract to be assigned or transferred or allow it to be performed by anyone other than the original Subcontractor listed in the Bidder's Proposal, nor sublet or subcontract any portion of the work in excess of one-half (1/2) of one percent (1%) of the total amount bid as to which original bid proposal did not designate a Subcontractor, except and unless the prior formal written approval of the City has been obtained thereto.
- C. The Contractor must comply with the Subletting and Subcontracting Fair Practices Act (Section 4100 et. Seq. Of the Public Contract Code of the State of California). Any hearing required pursuant to Public Contract Code § 4107 dealing with the substitution of a Subcontractor shall be conducted by the Engineer whose decision shall be final.

**33. SAFETY PRACTICES**

- A. The Contractor shall provide such lights, guards, temporary fences, barricades and the like, as may be necessary to prevent damage to the work or injury to persons or property, and he shall also provide protection for adjoining property during the progress and until completion of the Work. The Contractor shall abide by all applicable Safety Orders of the Division of Industrial Safety, State of California, and ordinances of the City, and shall schedule and perform his work to avoid any danger or hazard to other contractors or workmen on the project, or his own men due to work being performed by others.
- B. The Contractor shall supply the City with Material Safety Data Sheets (MSDS) for all chemicals to be used in the performance of this Contract. The City will make available to the Contractor the MSDS of any products in use in the areas of work covered by this Contract. All hazardous materials to be properly disposed of off-site.



- C. The Contractor is fully responsible for the safe performance of all work for which they are contractually committed, whether performed by themselves or by their Subcontractors. The Contractor must provide adequate protection for the health and safety of City employees, the general public and his own personnel. The Contractor must have in place their own Injury and Illness Prevention Program as required by Labor Code § 6401.7 and Title 8 § 1509 and § 3203 of the California Code of Regulations and shall submit same to the City Safety Officer for review. California law also requires that the aforementioned program cover all employees and personnel controlled, directed or supervised by the Contractor to the extent that they are exposed to worksite and job assignment specific hazards.

The program shall be written and shall include but not be limited to the following elements:

1. Identification of the person or persons responsible for implementing the Contractor's safety program. List name of the Contractor's on-site Safety Representative
2. The Contractor's system for identifying and evaluating workplace hazards including scheduled periodic inspections to identify unsafe conditions and work practices
3. The Contractor's methods and procedures for correcting unsafe or unhealthy conditions and work practices in a timely manner. The Contractor shall correct unsafe and unhealthy conditions and work practices in a timely manner based on the severity of the hazard.
4. The Contractor's occupational health and safety training program designed to instruct employees in general safe and healthy work practices and to provide specific instruction with respect to hazards specific to each employee's job assignment.
5. The Contractor's system for communicating with employees on occupational health and safety matters, including provisions designed to encourage employees to inform the Contractor of hazards at the worksite without fear of reprisal.
6. The Contractor's system for ensuring that employees comply with safe and healthy work practices, which may include disciplinary action.
7. The Contractor shall keep appropriate records of steps taken to implement and maintain the program such as inspection and training documentation. Contract shall include inspection checklist and training documentation form.
8. The Contractor shall include procedures to investigate occupational injury or occupational illness.

34. MISCELLANEOUS

- A. Clean Premises. The Contractor shall leave all premises in clean, perfect and undamaged condition; all buildings, structures, and pavements used by Contractor shall be left broom clean and all debris shall be removed and disposed of by Contractor. All Contractor's tools and equipment shall be properly stored.
- B. Telephone. The Contractor is required to provide a telephone at the site. Contractor shall make all necessary arrangements and pay therefore.
- C. Severability. If any part, term, or provision of the Contract Documents shall be held illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over the Contract Documents, the validity of the remaining portions or provisions shall not be affected by such holding.
- D. Governing Law. The terms of the Contract Documents shall be interpreted according to the laws of the State of California. Should litigation occur, the venue shall be in the Superior Court of Los Angeles County.

35. CONTRACTOR'S LABOR AND WAGE RATES

- A. There shall be paid each craft or type of worker employed by the Contractor or Subcontractor engaged in work under this Contract not less than the applicable wage rate, including legal holiday and overtime rates, found and determined by the Director of the Department of Industrial Relations for the State of California, prior to the publication of the Notice to Bidders, in accordance with the Standards set forth in Section 1773 of the California Labor Code. Copies of the prevailing rate of per diem wages are on file in the office of the Purchasing Administrator for the City of Burbank, 275 East Olive Avenue, Burbank, California, and such copies will be made available to any interested party upon request. Copies are also available on the Internet at <http://www.dir.ca.gov/DLSR/PWD>. The Adobe Acrobat Reader (available at <http://www.adobe.com>) is required to view these pages. (From a memo sent by the Department of Industrial Relations 8/22/00)

The Contractor will comply with the provisions of Section 1775 of the Labor Code which, so far as material hereto, reads as follows: 'The Contractor shall, as a penalty to the State or political subdivision on whose behalf the Contract is made or awarded, forfeit Fifty Dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than stipulated prevailing rates for such work or craft in which such worker is employed for any public work done under the Contract by him or by any Subcontractor under him. The difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor, and the body awarding the Contract shall cause to be inserted in the Contract a stipulation that the provisions of this section will be complied with.

The Contractor and each Subcontractor performing work, in conjunction with this Contract shall comply with the provisions of Section 1776 of the Labor Code of the State of California.

- B. The wage rates specified in said wage rate schedule are minimum rates only, and the City will not consider any claims for additional compensation made by the Contractor or Subcontractor because of payment by the Contractor or Subcontractor of any wage rate in excess of the applicable rate contained in this Contract.
- C. Eight hours labor constitutes a legal days' work for each worker employed in the execution of this Contract. The time of service of any worker employed in the execution of this Contract is limited and restricted to eight hours during any one calendar day, and forty hours during any one calendar week, except as hereinafter provided. The Contractor shall as a penalty to the City of Burbank, forfeit Fifty Dollars (\$50) for each worker employed in the execution of this Contract by the Contractor or by any Subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and forty hours in any one calendar week in violation of the provisions hereof.
- Notwithstanding the provisions of Sections 1810 to 1814 of the Labor Code of the State of California, and notwithstanding the foregoing stipulations inserted herein pursuant to the requirements of said Sections, work performed by employees of the Contractor or any Subcontractor in excess of eight hours per day, and forty hours during any one week, in the execution of this Contract, shall be permitted upon compensation for all hours worked in excess of eight hours per day, and forty hours during any one week, at not less than one and one-half times the basic rate of pay.
- D. The Contractor shall pay to workers needed to execute the Contract the per diem wages as defined in Labor Code Section 1773.9.
- E. Only apprentices who are in training under apprenticeship standards and written apprentice agreements complying with Division 3, Chapter 4, Section 3070, et seq., of the Labor Code, are eligible to be employed in the performance of this Contract.

The term 'apprentice' as used in these Contract Documents means a person at least sixteen years of age who has entered into a written agreement with an employer or his/her agent, an association of employers, or an organization of employees, or a joint committee representing both in conformity with the provisions of Division 3, Chapter 4, Section 3070, et seq., of the Labor Code.

Every apprentice employed in performance of this Contract shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he is employed and shall be employed only at the work of the craft or trade to which he is indentured.

The Contractor or any Subcontractor performing any of the work under this Contract who employs journeymen or apprentices in any apprenticeable craft or trade and is not contributing to a fund or funds to administer and conduct the apprenticeship program in any such craft or trade in the area of the site of the public work to be constructed or performed under this Contract, to which fund or funds other Contractors in that area are contributing, shall contribute to the fund or funds in each craft or trade in which he employs journeymen or apprentices on the public work in the same amount or upon the same basis and in the same manner as other Contractors do, but where the trust fund administrators are unable to accept such funds, Contractors not signatory to the trust agreement shall pay a like amount to the California Apprenticeship Council.



The Contractor or Subcontractor may add the amount of such contribution in computing his/her Bid for the Contract. The Contractor shall be responsible for complying with Section 1777.6 of the Labor Code for all apprenticeable occupations.

The Contractor shall conform to all requirements of Sections 1777.5 and 1777.6 of the Labor Code.

- F. For further requirements related to matters specifically mentioned above, reference is hereby made to Division 2, Part 7, Chapter 1 of the Labor Code, with which compliance is required and to which reference is hereby made for further particulars.

36. CITY TO WITHHOLD PAYMENTS

In addition to the amount which the City may otherwise retain under the Contract, the City may withhold a sufficient amount or amounts of any payment or payments otherwise due the Contractor, as in the judgment of City Staff may be necessary to cover:

- A. Payment which may be due and payable for just claims against the Contractor or any Subcontractor for labor, materials or equipment in the performance of this Contract.
- B. For defective or noncomplying work not remedied.
- C. For failure of the Contractor to make proper payments to his Subcontractors.

Failure to withhold such amounts shall not affect any rights or obligations of the Contractor or Sureties under this Contract.

37. QUALIFICATIONS OF CONTRACTOR

In order to be deemed qualified for consideration to be awarded a maintenance agreement with the CITY at De Bell Municipal Golf Course a CONTRACTOR must:

- A. Have a minimum of five (5) years of direct service golf course maintenance experience performing the functions outlined in the Technical Specifications of Price Agreement No. 1443.
- B. Agree to employ a superintendent on a regular basis to supervise daily work at the golf course. The superintendent shall hold a Class "A" certification from the Golf Course Superintendents' Association of America or one of its branches or affiliates.
- C. Possess the necessary line of credit and/or the necessary resources to equip and maintain the golf course facilities and provide for any emergency or planned repairs or projects.
- D. Possess a competent record of employment or history or contract service in the maintenance of similar facilities as verified and supported by references, letters, and other necessary evidence from all employers and/or public agencies.
- E. Furnish a list of references as indicated on the Contractor's Reference page (P-5) of the Bidder's Proposal.

38. EXTENSION OF CONTRACT TO OTHER LOCAL PUBLIC AGENCIES:

The prices, terms and conditions of this bid may be extended to other governmental agencies at the mutual agreement of both the agency and the bidding contractor. All requirements of the specifications, purchase orders, invoices and payments with other agencies would be handled directly with the successful bidder. The City of Burbank does not warrant any additional use of the contract by such agencies. The bidder's response as requested on the Bidder's Proposal will in no way affect the City of Burbank's consideration of this bid. Exception to this must be clearly noted on the Bidder's Proposal.



## TECHNICAL SPECIFICATIONS

For the Maintenance of  
De Bell Municipal Golf Course  
in and for the City of Burbank, California

Price Agreement No. 1443  
Quotation Request No. 2001-081

The CONTRACTOR shall perform the following maintenance services at the frequencies indicated in these specifications, subject to the right of the CITY to determine scheduled days; provided further, however, that the CITY shall have the right to determine the extent and frequency of any additional "as needed" services. Standards and frequencies may be modified from time to time as deemed necessary by the CITY for the proper maintenance of golf course facilities.

### 1. GREEN & SOD NURSERY MAINTENANCE

Maintain all greens and sod nurseries according to accepted playability and maintenance standards as determined by the CITY and its agents at all times, observing the following minimum requirements:

- 1.1. Mow greens five to seven (5 -7) days per week during growing season, four to five (4-5) during winter by a combination of walking and triplex type greens mowers. Frequencies and height of cut shall be between 0.17" and 0.22", but may be modified from time to time as deemed necessary by the golf course superintendent with approval of the CITY. The practice of alternating mowing patterns will be followed. Edge greens bi-weekly during the growing season and as required during periods of stagnant growth.
- 1.2. Mow collars and approaches three (3) complete cycles per week, or less during periods of dormancy. Collars and approaches height of cut shall be between 0.36" and 0.50".
- 1.3. Aerify greens a minimum of four (4) times per year or as required to encourage root health, twice through conventional hollow "Quad" tine methods, and twice by deep tine methods, to relieve soil compaction, and to promote a healthier growing environment. This shall be carried out with the minimum of interference to play.
- 1.4. Vertical cutting may be scheduled as needed, up to once per week during periods of active turf growth. This function shall be coordinated to compliment the aerification and top dressing schedules. Combing or brushing may also be done.
- 1.5. Following all aerifications, top dressing shall occur up to six (6) times per year, as needed, an approved top dressing material, similar to the greens construction sand, shall be applied and brushed into the turf. Application shall be done with an approved top dressing spreader.

- 1.6. Types of materials and analysis shall be determined from the results of bi-annual soil nutrient level testing and growing conditions at the time of treatment. Under normal conditions, fertilize greens with 0.25 to 0.50 pounds of actual nitrogen per thousand (1000) square feet per growing month. Typically, a variety of granular slow release types of may be utilized.
- 1.7. Weed control will be achieved through both pre-emergence and post-emergence chemical applications. These will be made in a timely manner to minimize damage to golf course playability. Weed control applications will be focused on broadleaf.
- 1.8. Applications of pesticides shall be carried out on a curative "as needed" basis and must always be applied after aerifications. All applicable regulations shall be strictly adhered to, and all required reporting shall be the responsibility of **CONTRACTOR**.
- 1.9. Over seed the greens with bent at the rate of one half to one (0.5-1.00) pounds per thousand square feet twice per year, and shall be done when climatic conditions are favorable for germination and growth. Light vertical mowing may be done prior to seeding, and covered with light top dressing. Mowing heights shall be set at slightly higher cuts for the initial growth period.
- 1.10. Policing shall be done on a daily basis for the removal of all litter (i.e.: paper, leaves, cans, bottles, tree branches, etc.).

## 2. TEE MAINTENANCE

- 2.1. Mow the tees three (3) complete cycles per week with triplex type greens mowers, less often during climatic periods of reduced growth. Height of cut shall be between 0.36" and 0.50".
- 2.2. Aerify the tees a minimum of two (2) times per year, or more often if required, using the appropriate equipment with the minimum interference to play.
- 2.3. Thatch Control- Shall be scheduled a minimum of four (4) times per year, or as necessary to maintain an acceptable thatch level.
- 2.4. Spot top dressing may be applied to repair divot damage.
- 2.5. Types of material and analysis shall be determined from results of bi-annual soil nutrient level testing and growing conditions at the time of treatment. Under normal conditions, fertilize tees with 0.5 to 1.00 pounds of actual nitrogen per thousand (1000) square feet per growing month. Typically combinations granular slow release type of materials may be utilized.
- 2.6. Weed control shall be accomplished by applications of various pre-emergence herbicides. Spot treatments with a contact herbicide shall be performed as needed. Weed control applications will be focused on broadleaf.



- 2.7. Policing shall be done on a daily basis for the removal of all litter (i.e.: paper, leaves, cans, bottles, tree branches, etc.).
- 2.8. Annual Seeding-Perennial Ryegrass shall be seeded at the rate of ten to fifteen (10-15) pounds per 1000 ft<sup>2</sup> once per year, and shall be done when climatic conditions are favorable for germination and growth. Light vertical mowing may be done prior to seeding, and covered with light top dressing. Mowing heights shall be set at slightly higher cuts for the initial growth period.

### 3. BARRANCA & HILLSIDE MAINTENANCE

- 3.1. All golf course barrancas shall be kept clear of brush, weeds, and debris at all times.
- 3.2. All hillsides must be kept clear of brush, weeds, and debris up to eight (8) feet and below at all times.
- 3.3. Adjacent roadways and their slopes must conform to Fire Department regulations, and as shown on the drawings contained in Exhibit "C" attached.

### 4. FAIRWAY MAINTENANCE

- 4.1. Mow fairways a minimum of three (3) cycles per week during the active growing season, and as required during the winter. Normal cutting height shall be between 0.4" and 0.5" depending upon season and rate of growth. The practice of alternating mowing patterns may be followed.
- 4.2. Aerify fairways a minimum of two (2) times per year, or more often if needed using solid or hollow tines. Spot aerifications may be done to relieve compaction.
- 4.3. Types of material and analysis shall be determined from results of bi-annual soil nutrient level testing and growing conditions at the time of treatment. During the late fall and early spring, fertilize with 1-1.5 pounds of actual nitrogen per 1000 feet shall be applied.
- 4.4. Spot treatments with a contact herbicide to control weeds shall be performed as needed. Weed control applications will be focused on broadleaf.
- 4.5. Policing shall be done on a daily basis for the removal of all litter (i.e.: paper, leaves, cans, bottles, tree branches, etc.).



5. ROUGH MAINTENANCE

- 5.1. Mow a minimum of one (1) cycle per week during the active growing season, and may be reduced during the winter. Normal cutting height shall be between 1.25" and 1.50".
- 5.2. Aerify a minimum of two (2) times per year, or more often if needed. Spot aerifications may be done to relieve compaction.
- 5.3. Type of materials and analysis shall be determined from results of the bi-annual soil nutrient level testing and growing conditions at the time of treatment. Under normal conditions, fertilize roughs with 1.00 to 1.50 pounds of actual nitrogen per 1000 feet may be applied annually, per growing season
- 5.4. Spot treatments with a contact herbicide to control weeds shall be performed as needed. Weed control applications will be focused on broadleaf.
- 5.5. Policing shall be done on a daily basis for the removal of all litter (i.e.: paper, leaves, cans, bottles, tree branches, etc.).

6. COURSE SETUP

- 6.1. Cups shall be changed every day the course is open. During this operation, inspection of the putting surface shall be made, and any ball marks or other damage will be repaired. Practice green cups shall be changed three (3) times per week.
- 6.2. Tee markers shall be moved as often as the cups are set on the greens. Litter containers shall be emptied and moved daily. Tee towels shall be changed weekly. Ball washers shall be filled and moved daily.

7. SAND BUNKER MAINTENANCE

- 7.1. Shall be cleaned and raked daily.
- 7.2. Bunkers shall be randomly checked monthly for depth of sand, and shall be maintained no less than four inches (4") deep. Additional sand shall be added where there is less than four inches (4") of sand. The type of bunker sand shall be white silica sand.
- 7.3. Turf shall be mechanically edged around sand bunkers monthly or more frequently if required to ensure a neat appearance. Care shall be taken to maintain the design outline of the bunkers to insure the integrity of the bunker shape.
- 7.4. Excess sand in the turf surrounding the bunker shall be removed on a regular basis.
- 7.5. A minimum of two (2) rakes are to be available at all sand bunkers at all times.
- 7.6. Every effort will be made to incorporate the installation of new white silica sand with the existing wash plaster sand to create a more consistent playing surface.

## 8. SHRUB BEDS/SEASONAL COLOR BEDS/PERIPHERY AREAS

### 8.1. Shrub Beds

- 8.1.1. Cleanup shall occur on a regular basis to ensure that beds are kept free of trash and debris such as paper, cans and bottles, fallen branches, excessive leaves and weeds.
- 8.1.2. A fertilizer program shall be a minimum of four (4) applications per year or as needed for health and color.
- 8.1.3. All plant material shall be replaced on an as needed basis to be determined by the CITY STAFF or GOLF STAFF with the goal of maintaining an aesthetically pleasing and well-maintained appearance.

### 8.2. Color Beds

- 8.2.1. All color beds shall be regularly cleaned of paper, bottles and cans, fallen branches, excessive leaves and weeds.
- 8.2.2. Weed control shall be accomplished by use of pre-emergent, selective herbicides, mulch and manual weeding.
- 8.2.3. Color plants shall be replaced a minimum of quarterly or more often if required, and shall be performed on a pre-approved schedule.

### 8.3. Periphery Areas

These consist of all turf areas not previously mentioned. These areas are normally non-playable areas including, but not limited to, slopes, natural ditches, and drainage channels.

- 8.3.1. All periphery areas shall be maintained in a manner consistent to industry standards to ensure a healthy and aesthetically pleasing appearance at all times.
- 8.3.2. Areas shall be watered, mowed, weeded, cleaned of litter and other debris on a regular basis.
- 8.3.3. Special attention shall be given to periphery areas adjacent to public roadways since these areas are highly visible to the general public and constitute a "first impression" of the overall service level of the course.

## 9. PARKING LOTS

- 9.1. Parking lots are to be maintained in a safe condition for use by both vehicles and pedestrians, and cleaned each day to ensure a clean, crisp appearance free from litter and debris, including all landscaped planters on or adjacent to the lots.
- 9.2. All current parking lot signage shall remain in place, maintained and readable.

## 10. CART PATH MAINTENANCE

- 10.1 To be swept or blown clean of debris weekly or more often as needed.
- 10.2 To be edged and blown free of grass clippings or debris bi-monthly during the growing season and as required during periods of turf dormancy.
- 10.3 All potholes and/or other surface damage or defects shall be repaired immediately with like material immediately upon detection to ensure a safe usable surface to the CITY'S satisfaction.
- 10.4 Cart paths shall be pressure washed a minimum of two times per year or as determined by the CITY STAFF or GOLF STAFF to keep the concrete free of stains, with the goal of maintaining an aesthetically pleasing appearance.

## 11. IRRIGATION SYSTEM

### 11.1 Efficient Use of Water

- 11.1.1 The watering schedule will be established and programmed by the CONTRACTOR. Application rates will be based on the amount of water the areas require to properly irrigate all plant material while eliminating excessive runoff.
- 11.1.2 Considerations must be given to soil texture, structure, porosity, water holding capacity, drainage, compaction, precipitation rate, run off, infiltration rate, percolation rate, evapotranspiration, seasonal temperatures, prevailing wind condition, time of day or night, type of grass, plant and root structure. This may include syringing during the day and watering during periods of windy weather.
- 11.1.3 In areas where wind creates problems of spraying onto private property or road rights of way, the controllers shall be set to operate during the period of lowest wind velocity, which would normally occur at night.
- 11.1.4 CONTRACTOR shall be responsible for daily monitoring all systems within premises and correcting for coverage, adjustment, clogging of lines and sprinklers.
- 11.1.5 All leaking or defective valves and sprinkler heads shall be repaired within twenty-four (24) hours. A report of such repairs shall be given to the CITY STAFF weekly.
- 11.1.6 In the event of a reduction of the volume of water supplies to a golf course during peak demand periods, the priority of water distribution by CONTRACTOR shall be as follows:
  - Greens
  - Tees
  - Fairways
  - Other turf and landscape areas

11.1.7 Particular attention shall be paid to all slope areas; which will, by physical nature, provide for greatest potential runoff, which can contribute to erosion and affect play.

11.1.8 CONTRACTOR shall turn off all controllers when it is not necessary to irrigate due to adequate rainfall.

NOTE: At no time shall the CONTRACTOR utilize a fire hydrant for irrigation purposes without written permission by the City of Burbank Water and Power.

## 11.2 System Maintenance

11.2.1 Any repairs made by the CONTRACTOR shall be made in accordance with the industry standards and conforming to all related codes and regulations. The CONTRACTOR shall be responsible for maintaining the entire irrigation system, including the repair and replacement of backflow/gate valve assemblies, main lines, valves, lateral lines, and sprinkler heads and controllers in good repair, functioning properly and conforming to all related codes and regulations at all times. The CITY will do required backflow unit testing.

11.2.2 CONTRACTOR shall be responsible for adjusting the height of the sprinkler risers necessary to compensate for growth of plant materials.

11.2.3 Automatic controllers and/or enclosures shall be locked while unattended.

11.2.4 All controller enclosures must be painted or replaced, as needed, to maintain a good appearance.

11.2.5 Sprinkler heads and valve boxes shall be kept clear of overgrowth, which may obstruct maximum operation.

11.2.6 Repairs made to the irrigation system must be made in accordance with the system's original design with products equal to or higher quality than currently provided.

11.2.7 Backflow devices shall be maintained and re-certified as required by regulatory agencies.

11.2.8 The CONTRACTOR shall be responsible for the hardware and software maintenance and repair of the Computer Irrigation System (Rainbird Maxi 5) in accordance with industry standards to effectively monitor and properly utilize the irrigation system.



## 12. TREES

- 12.1 All trees shall be pruned as required to remove broken or diseased branches. The CONTRACTOR shall develop a pruning program, which will promote proper tree scaffolding, strength, and appearance consistent with its intended use.
- 12.2 Trees located adjacent to vehicular and/or pedestrian traffic ways shall be maintained so as not to obstruct vehicle and/or pedestrian visibility and clearance.
- 12.3 Fertilization shall be scheduled as often as required to keep trees in a healthy and desirable condition. Avoid applying fertilizer to root ball or base of main stem, rather, spread evenly in area of drip zone.
- 12.4 Tree stakes, ties, and guys shall be checked and corrected as needed. Ties will be adjusted to prevent girdling. Remove unneeded stakes, ties, and guys as required. Re-stake trees, as required, using lodge pole stakes.
- 12.5 Surface roots, which become maintenance or appearance problems, will be removed as required to prevent damage to adjacent areas.
- 12.6 The CONTRACTOR shall develop and implement a CITY STAFF approved reforestation plan for adding trees and/or replacing aging trees.
- 12.7 All trees shall be monitored for health and first signs of insect or disease infestation. Appropriate remedies shall be administered by the CONTRACTOR to maintain a healthy environment for all trees.
- 12.8 All tree trimming shall be performed on a schedule submitted to and approved by the authorized City Representative and in accordance with the pruning specifications outlined in Exhibit D; however, such trimming and pruning is a minimum level and shall not relieve Contractor of other responsibilities set forth herein.
- 12.9 Trees shall be pruned as required to remove broken or diseased branches. The contractor shall develop a pruning program, which will promote proper tree scaffolding, strength, and appearance consistent with its intended use.
- 12.10 Trees located adjacent to vehicular and/or pedestrian traffic ways shall be maintained so as not to obstruct vehicle and/or pedestrian visibility and clearance.
- 12.11 Prune trees along sidewalks to allow ten- (10) foot clearance for pedestrians and fourteen (14) feet above curb and gutters for vehicular traffic.
- 12.12 Ailing or stunted trees, which fail to meet expected growth will receive additional nutrient treatments to correct any deficiencies or be removed and replaced in kind (subject to the authorized City Representative's approval).
- 12.13 Surface roots, which become maintenance or appearance problems, will be removed as required to prevent damage to adjacent areas.

- 12.14 Any tree requiring removal shall be replaced by the contractor,
- 12.15 The Contractor shall develop and implement a City Representative approved reforestation plan for adding trees and/or replacing aging trees.
- 12.16 All plant trees where skirts have been trimmed previously are to be trimmed a minimum of once annually to ensure that all-dead fronds and/or seed clusters are removed.

### 13. SHRUBS

- 13.1. Prune shrubs to retain as much of the natural informal appearance as possible.
- 13.2. Shrubs used as formal hedges or screens shall be pruned as required to present a neat, uniform appearance.
- 13.3. Remove any spent blossoms or dead flower stocks as required to present a neat, clean appearance.
- 13.4. Plants growing over curbing and/or sidewalks shall be trimmed on a natural taper rather than vertical so as not to appear to be hedged.
- 13.5. Schedule the application of a commercial fertilizer as often as required, but no less than twice per year, to promote optimum growth and healthy appearance to all shrubs.
- 13.6. Any plant requiring removal shall be replaced by the CONTRACTOR.

### 14. FENCES/GATES

- 14.1. All fences, poultry netting, and gates shall be inspected regularly with repairs or needed replacements made as needed to ensure a safe, secure, and aesthetically pleasing condition at all times.
- 14.2. Posts and ballards and cables surrounding the perimeter of the golf course shall be replaced or repaired as needed by CONTRACTOR.

### 15. PESTICIDES

- 15.1. The CONTRACTOR shall provide complete and continuous control and/or eradication of all plant pests or diseases.
- 15.2. The CONTRACTOR shall supply the proper chemical designated for the pests to be controlled.
- 15.3. CONTRACTOR shall obtain all the necessary regulatory permits and assume responsibility for the use of all chemical controls.

- 15.4. All materials used shall be in strict accordance with and applied within the standards set forth in the EPA regulations and the California Department of Food and Agricultural Code.
- 15.5. CONTRACTOR is responsible for obtaining all required permits and maintaining the required usage documentation. All applicable regulations shall be strictly adhered to and all reporting shall be the responsibility of CONTRACTOR.
- 15.6. Care shall be taken in transferring and mixing pesticides to prevent contaminating areas outside the target area. Application methods shall be used which ensure that materials are confined to the target area. Spray tanks containing leftover materials shall not be drained on the site to prevent contamination. Disposal of pesticides and tank rinsing materials shall be within the guidelines established in the California Department of Food and Agricultural Code of EPA regulations.
- 15.7. Spray equipment shall be in good operating condition, quality and design to efficiently apply material to the target area. Avoiding high-pressure applications and using water-soluble drift agents will minimize drift.
- 15.8. All pesticide applications shall be in accordance with written recommendations provided by a licensed pest control advisor (PCA) with copies of the written recommendations sent to the CITY STAFF.
- 15.9. Pesticides shall be selected from those approved for golf course use by California Department of Food and Agriculture.

16. DRIVING RANGE MAINTENANCE

- 16.1. Range landing areas shall be mowed once a week during growing season and as needed during off peak season.
- 16.2. Replacement of tee mats on a bi-annual basis as directed by the GOLF STAFF.
- 16.3. Clear driving range slopes up to twenty-five feet (25 ft.) and below.

17. MISCELLANEOUS

- 17.1. Maintain blacktop tees on 3-Par course and driving range in a clean weed-free condition, replacing spike brushes, mats, and tees as necessary.
- 17.2. Remove all litter daily from golf course grounds including the 18 hole and Par 3 courses, and driving range. Remove all trash debris from golf course maintenance as it occurs. Clean, repair and replace trash receptacles on the golf course as necessary to maintain clean, safe and sanitary conditions at all times.
- 17.3. Take whatever preventive steps necessary to protect all slope areas from erosion, fire, and rodent damage at all times.

- 17.4 Control rodent and other animal pests as necessary to prevent erosion and destruction of plantings on golf course property.
- 17.5 Maintain surface flow lines, swales, catch basins, grates, barranca channels, sub-surface drainage systems and other drainage structures in clear, weed-free and properly functioning condition at all times.
- 17.6 Maintain golf maintenance storage room, restrooms and yard in a clean, orderly, and safe condition at all times, conforming to all applicable laws and regulations.
- 17.7 Maintain exterior drinking fountains in clean, sanitary, and safe operating condition at all times.
- 17.8 Maintain bridge abutments and approaches in safe, stable condition at all times.
- 17.9 Maintain walkways, steps, and handrails on walkways in a clean, edged, safe, weed-free condition at all times.
- 17.10 Inspect the following frequently and report any deficiencies to the CITY STAFF for replacements and/ or repairs:
- All area lighting systems for safe and functioning condition.
  - All golf course buildings for clean, safe, and secure condition.
  - All exterior restrooms on golf course property.
  - All bridges and accessory structures on golf course property.
  - The following roadways and parking lots:
    - Harvard Road beginning at the Castaway parking lot to the junction of
    - Harvard Road and Wildwood Canyon Road,
    - De Bell Drive,
    - Luau Grounds Parking Lot,
    - Castaway Parking Lots (2), and ramp between them.
    - Parking lot at golf driving range,
    - Walnut Avenue from De Bell Drive to easterly terminus.
- 17.11 Maintain all golf course accessory equipment in clean, safe, functioning condition at all times, replacing with CITY-approved equipment and/or materials as necessary, including but not limited to the following:
- All signage
  - Tee Benches
  - Tee markers and mats
  - Ball washers, including tee towels and soap
  - Out-of bounds markers and terraced fairway posts
  - Directional flags and poles
  - Distance markers
  - Greens flags, poles and cups
  - Practice green markers and cups
  - Trash receptacles
  - Cleat brushes





BIDDER'S PROPOSAL  
SCHEDULE OF WORK AND PRICES

PRICE AGREEMENT NO. 1443  
QUOTATION REQUEST NO. 2001-081  
DUE BY 2:00 P.M. TUESDAY, OCTOBER 16, 2001

Deliver to: Purchasing  
City Hall Annex  
301 East Olive Avenue  
Burbank, California 91502

or Mail To: Purchasing  
City Hall Annex  
P.O. Box 6459  
Burbank, California 91510

The undersigned bidder declares that he has read and fully understands every Contract Document referred to therein and agrees to all of the terms, conditions and provisions contained therein; that he has examined the site of the work and has made the investigations and formed the estimates as to all conditions and contingencies referred to in and required by the Contract Documents, and he proposes and agrees that if his bid as submitted in the Proposal be accepted, he will contract in the form provided to perform all of the work and in the manner required by the above Contract Documents and to complete the same within the time stipulated; that he will accept in full payment therefore the prices named herein. Said prices are to include and cover the furnishing of all materials, the performing of all labor requisite or proper, supervision, overhead, profit, taxes, and the providing of all necessary machinery, tools, appurtenances, equipment and other means required to fully complete this contract, except as otherwise specifically provided in the Specifications.

The bidder further agrees that he will sign the contract in accordance with the Proposal as accepted and furnish the required bonds within fifteen (15) days from date of mailing of said notice of acceptance to him at his address as given below, or within such additional time as may be allowed by Purchasing, but in any event within twenty (20) days after said mailing; upon his failure or refusal to do so within said time, the certified or cashier's check or bidder's bond, accompanying his bid, and the money payable thereon, shall be forfeited to and become the property of the City of Burbank as liquidated damages for such failure or refusal, provided, that if said bidder shall execute the contract and furnish the required bonds within the time aforesaid, his certified or cashier's check, if furnished, shall be returned to him within three (3) days thereafter, and the bid bond, if furnished, shall become void.

Bidder agrees that his Proposal shall remain open and not withdrawn for a period of not less than sixty (60) days from the date of opening bids.



BIDDER'S PROPOSAL (cont'd)  
PRICE AGREEMENT NO. 1443

THE FOLLOWING BID SHALL REPRESENT THE TOTAL COST TO THE CITY OF BURBANK FOR MAINTAINING DE BELL MUNICIPAL GOLF COURSE UNDER THE TERMS OF QUOTATION REQUEST NO. 2001-081, PRICE AGREEMENT NO. 1443 FOR A PERIOD OF FIVE (5) YEARS FROM THE EFFECTIVE DATE OF THIS CONTRACT:

1. Total Base Bid To Consist of:

- MONTHLY COST:  
a) Cost to maintain 18-hole golf course, driving range, and related facilities:  
Thirty-four thousand, four hundred and sixty-seven dollars per month  
In Words  
(\$ 34,467.00)  
In Figures
- MONTHLY COST:  
b) Cost to maintain Par-3 golf course and related facilities:  
Three thousand, two hundred and forty-eight dollars per month  
In Words  
(\$ 3,248.00)  
In Figures
- MONTHLY COST:  
c) Cost to provide Tree Trimming on DeBell Golf Course:  
Four thousand, two hundred forty six dollars and fifty cents per month  
In Words  
(\$ 4,246.50)  
In Figures
- MONTHLY COST:  
d) TOTAL BASE BID (Sum of A, B, and C above):  
Forty-one thousand, nine hundred sixty one dollars and fifty cents per month  
In Words  
(\$ 41,961.50)  
In Figures

2. Please indicate if this bid will be extended to other public agencies: yes X no \_\_\_\_\_
3. Invoice Terms of 1-5 % Net 30 Days will apply (Minimum 20 days required). Unless otherwise stated, Net 30 Days shall apply.
4. The City NAY exercise its option to renew this agreement as stipulated under the General Conditions for an additional five (5) years on a year by year basis.  
P-2(a)





BIDDER'S PROPOSAL (continued)  
PRICE AGREEMENT NO. 1443

The attached Subcontractor's sheet sets forth the name and business address of each Subcontractor who will perform work or labor or render service in the performance of this Contract in the amount exceeding one-half (1/2) of one percent (1%) of the total amount bid. (California Public Contract Code Sections 4100 et. seq.)

Successful Bidder will be required to have valid City of Burbank Business Tax Registration.

State Contractor's License No. 320064, Class C-27, has been issued to the undersigned Bidder. This license has not been revoked or suspended and is in full force and effect and authorizes the undersigned Bidder to perform the work under these Contract Documents. Expiration date of license: 12/31/01

All representations made herein are made under penalty of perjury.

A licensed Contractor shall not submit a bid to a public agency unless his or her Contractor's license number appears clearly on the bid, the license expiration date is stated, and the bid contains a statement that the representations made therein are made under penalty of perjury. Any bid not containing this information, or a bid containing information which is subsequently proven false, shall be considered non-responsive and shall be rejected by the public agency.

The undersigned Bidder acknowledged receipt of the following addenda issued for the above project. If no addenda have been received, write "none".

List each addenda received none

Full and Correct Name of Bidder:

COMPANY NAME: ENVIRONMENTAL COIF. INC.

AUTHORIZED SIGNATURE: [Signature] DATE: 10/9/01

PRINT NAME: DAVE HANSON TITLE: VICE PRESIDENT

ADDRESS: 24121 VENTURA BOULEVARD

CALIFORNIA, CA 91505

TELEPHONE NUMBER: (818) 223-8500

FAX NUMBER: (818) 501-3012

P - 2(b)

BIDDERS SHALL EXECUTE THE APPLICABLE AFFIDAVIT ON THE FOLLOWING PAGES.



AFFIDAVIT TO ACCOMPANY ALL BIDDER'S PROPOSALS AND TO BE  
EXECUTED BY THE PERSONS DULY AUTHORIZED TO SUBMIT THE BID

STATE OF CALIFORNIA )  
COUNTY OF LOS ANGELES )

SS

INDIVIDUAL AFFIDAVIT

\_\_\_\_\_ being first duly sworn,  
deposes and says:

That he is the party making the foregoing proposal or bid, that such bid is genuine and not collusive or sham; that he has not conspired or agreed, directly or indirectly, that another person refrain from bidding, nor by such means sought to secure any advantage for himself or for any other party; that said bidder has not accepted any bid from any subcontractor or materialman through any bid depository, the Bylaws, Rules or Regulations of which prohibit or prevent the contractor from considering any bid from any subcontractor or materialman which is not processed through said bid depository, or which prevent any subcontractor or materialman from bidding to any contractor who does not use the facilities of or accept from or through such bid depository.

STATE OF CALIFORNIA )  
COUNTY OF LOS ANGELES )

SS

PARTNERSHIP AFFIDAVIT

\_\_\_\_\_ being first duly sworn,  
deposes and says:

That he is a member of the co-partnership designated as \_\_\_\_\_

which is that party making the foregoing proposal or bid; that such bid is genuine and not collusive or sham; that said bidder has not conspired or agreed, directly or indirectly, that another person refrain from bidding, nor by such means sought to secure any advantage for himself or for any other party; that said bidder has not accepted any bid from any subcontractor or materialman through any bid depository, the Bylaws, Rules or Regulations of which prohibit or prevent the contractor from considering any bid from any subcontractor or materialman which is not processed through said bid depository, or which prevent any subcontractor or materialman from bidding to any contractor who does not use the facilities of or accept from or through such bid depository.

That he has been duly vested with authority to make and sign the foregoing Bidder's Proposal for the co-partnership by \_\_\_\_\_  
who constitute the other members of the co-partnership.

SUBSCRIBED and SWORN to before me this \_\_\_\_\_ day \_\_\_\_\_, 2001

My commission expires:

\_\_\_\_\_  
Notary Public in and for the said  
County/State

(Seal)

P-2 ( )





STATE OF CALIFORNIA

)  
SS

CORPORATION AFFIDAVIT

COUNTY OF LOS ANGELES

DAVE HANSON

deposes and says:

being first duly sworn,

That he is the VICE PRESIDENT (Title)  
of ENVIRONMENTAL GOLF, INC. (Name) a corporation,  
which is the party making the foregoing proposal or bid; that such a bid is genuine and not collusive  
or sham; that said bidder has not conspired or agreed, directly or indirectly, that another person  
refrain from bidding, nor by such means sought to secure any advantage for itself or for any other  
party; that said bidder has not accepted any bid from any subcontractor or materialman through any  
bid depository, the Bylaws, Rules or Regulations of which prohibit or prevent the contractor from  
considering any bid from any subcontractor or materialman which is not processed through said bid  
depository, or which prevent any subcontractor or materialman from bidding to any contractor who  
does not use the facilities or accept from or through such depository.

That he is duly authorized to execute the within the Bid Proposal on behalf of said corporation  
and that such corporation executed the same pursuant to its bylaws or a resolution of its Board of  
Directors.

DAVE HANSON, VICE PRESIDENT

STATE OF CALIFORNIA

)  
SS

JOINT VENTURE AFFIDAVIT

COUNTY OF LOS ANGELES

deposes and says:

being first duly sworn,

That he is the \_\_\_\_\_ (Title)  
of \_\_\_\_\_ (Name) one of the  
partners submitting the foregoing bid as a Joint Venture and that he is duly vested with the authority  
to make and sign the said bid and on behalf of the parties making said bid, who are

\_\_\_\_\_. That such a bid is genuine and not collusive or  
sham; that said parties have not conspired or agreed, directly or indirectly, that another party refrain  
from bidding, nor by such means sought to secure any advantage for himself said Joint Ventures or  
any other party; that said bidder has not accepted any bid from any subcontractor or materialman  
through any bid depository, the Bylaws, Rules or Regulations of which prohibit or prevent the  
contractor from considering any bid from any subcontractor or materialman which is not processed  
through said bid depository, or which prevent any subcontractor or materialman from bidding to any  
contractor who does not use the facilities of or accept bids from or through such bid depository.

SUBSCRIBED and SWORN to before me this 17 day October, 2001

My commission expires January 1, 2003

Kimberly L. Lousat  
Notary Public in and for the said  
County/State



P - 2(d)



SUBCONTRACTOR'S LIST

In accordance with the provisions of Section 4106 of the Public Contract Code of California, the Bidder shall set forth below the name and location of the place of business of each Subcontractor who will perform work or labor render service to the Bidder in or about the construction of the work or improvement in an amount in excess of one-half (1/2) of one (1%) percent of the Bidder's total bid and the portion of the work which will be done by each such Subcontractor. The Bidder shall list only one Subcontractor for each such portion as is defined by the Bidder in his bid. The attention of Bidders is called to the provisions of Sections 4100 et seq., of the Public Contract Code.

[illegible]





**BIDDER'S BOND**

(Not necessary when certified or cashiers check accompanies bid)

We, the undersigned principal and surety, our heirs, executors, administrators, successors and assigns, are jointly and severally bound to the City of Burbank, a municipal corporation, in the principal sum of,

Fifty Thousand Dollars

(Words)

(\$ 50,000.00)

(Figures)

to be paid and forfeited to said City if the bid of the undersigned principal for the Maintenance of De Bell Municipal Golf Course, in accordance with Price Agreement No. 1443, is the low bid and the principal requests to withdraw the bid or the bid is accepted and the proposed Contract awarded to said principal and if said principal shall fail or refuse to execute the Agreement in accordance with said bid as accepted and to furnish the bonds, insurance, and Injury and Illness Prevention Program (IIPP) in forms acceptable to the City within fifteen (15) working days after the award is made; otherwise, this obligation to be void.

WITNESS our hands this 11th day of October, 2001.

Environmental Golf, Inc.  
Principal

By [Signature]  
Dave Hanson, Vice President

Title

American Home Assurance Company  
Surety

777 So. Figueroa Street 15 Floor  
Surety's Address

Los Angeles, Ca 90017

(213) 680-3763  
Surety's Telephone Number

By [Signature]  
Attorney in Fact, C.E. Nakamura

(SEAL)

NOTARIAL CERTIFICATE OF ATTORNEY IN FACT AND SEAL OF SURETY MUST BE ATTACHED.

D-4

CORPORATE ACKNOWLEDGMENT

On this 15<sup>th</sup> day of March, 2001, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared Dave Hansen

known to me to be the President - (Vice President) and Secretary - Assistant Secretary, respectively, of the Corporation that executed the within instrument and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its Board of Directors.

PARTNERSHIP ACKNOWLEDGMENT

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared \_\_\_\_\_

known to me to be one of the partners of the partnership that executed the within instrument and acknowledged to me that such partnership executed the same.

INDIVIDUAL ACKNOWLEDGMENT

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared \_\_\_\_\_

known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

JOINT VENTURE ACKNOWLEDGMENT

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared \_\_\_\_\_

known to me to be one of the presidents of the companies, of the joint venture that executed the within instrument and acknowledged to me that such joint venture executed the within instrument pursuant to its by-laws or a resolution of its constituent companies.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL)



Kimberly Loustalot  
Notary Public in and for the  
County and State

My commission expires: Jan 20, 2005





# EXHIBITS

- A -- Maintenance Deficiency
- B -- Weekly Maintenance Report
- C -- Brush Clearance Policy & Maps
- D -- Tree Pruning Specifications









# City of Burbank-Exhibit B Golf Course Weekly Maintenance Report

	Task	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
<b>1. Greens Maintenance</b>								
	A. Change Caps-Repair Ball Marks							
	B. Mow							
	C. Vertical							
	D. Aerate							
	E. Top Dress							
	F. Pest Control							
	G. Fertilize							
<b>2. Tees Maintenance</b>								
	A. Mow Tee Markers and Bench							
	B. Mow							
	C. Vertical							
	D. Aerate							
	E. Repair Worn or Damaged Turf							
	F. Overseed and Top Dress							
	G. Pest Control							
	H. Fertilize							
	I. Service, Clean and Weed Asphalt Tees							
<b>3. Fairways Maintenance</b>								
	A. Mow							
	B. Vertical							
	C. Aerate							
	D. Overseed and Top Dress Damaged, Worn Areas							
	E. Pest Control							
	F. Fertilize							
<b>4. Driving Range and Landscaped Turf Area Maintenance</b>								
	A. Mow							
	B. Vertical							
	C. Aerate							
	D. Overseed and Top Dress							
	E. Pest Control							



# City of Burbank-Exhibit B Golf Course Weekly Maintenance Report

	Total	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
2. Sod Nurseries Maintenance								
A. Replace Sod and Re-Seed								
3. Accessory Equipment								
A. Signs								
B. Tee Banners								
C. Tee Markers and Mats								
D. Ball Washers, Tee Towels and Soap								
E. Out-of-Bounds Markers								
F. Directional Flags and Poles								
G. Distance Markers								
H. Terraced Pathway Posts								
I. Greens Flags, Poles and Caps								
J. Practice Greens Markers and Caps								
K. Trash Receptacles								
L. Cheat Brushes, Mats and Tees								
M. Other								
4. Brush Clearance								
A. Barrancas								
B. Golf Course Slopes								
C. Adjacent Roadways								
D. Driving Range Slopes								
5. Litter Removal								
A. 18-Hole, 3-Par, and Driving Range								
B. Debris from Golf Course Maintenance								
C. Trash Receptacles								
6. Irrigation System Maintenance and Repair								
D. Irrigation of Golf Course Property								
A. Turf								
B. Landscaped Areas								





# City of Burbank-Exhibit B Golf Course Weekly Maintenance Report

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
1. Shrub and Groundcover Maintenance							
2. Tree Maintenance							
3. Sand Bunker Maintenance							
A. Rake							
B. Edge							
C. Weed							
D. Replace Sand-White Silica							
E. Replace Rakes							
4. Slopes-Preventive Maintenance							
5. Rodent Control							
6. Drainage Maintenance							
7. Inspect and Organize Storage of Hazardous Materials, equipment and Supplies							
8. Golf Maintenance Storage and Yard Cleaning							
9. Prevent Damage to Golfers and Golf Course During unusual Weather and Course Conditions							
3. Exterior Drinking Fountain Maintenance							
1. Bridge Abutments and Approaches Maintenance							
2. Walkways, Handrails, Steps, Cart Paths, and Genderboard Maintenance							



## 15

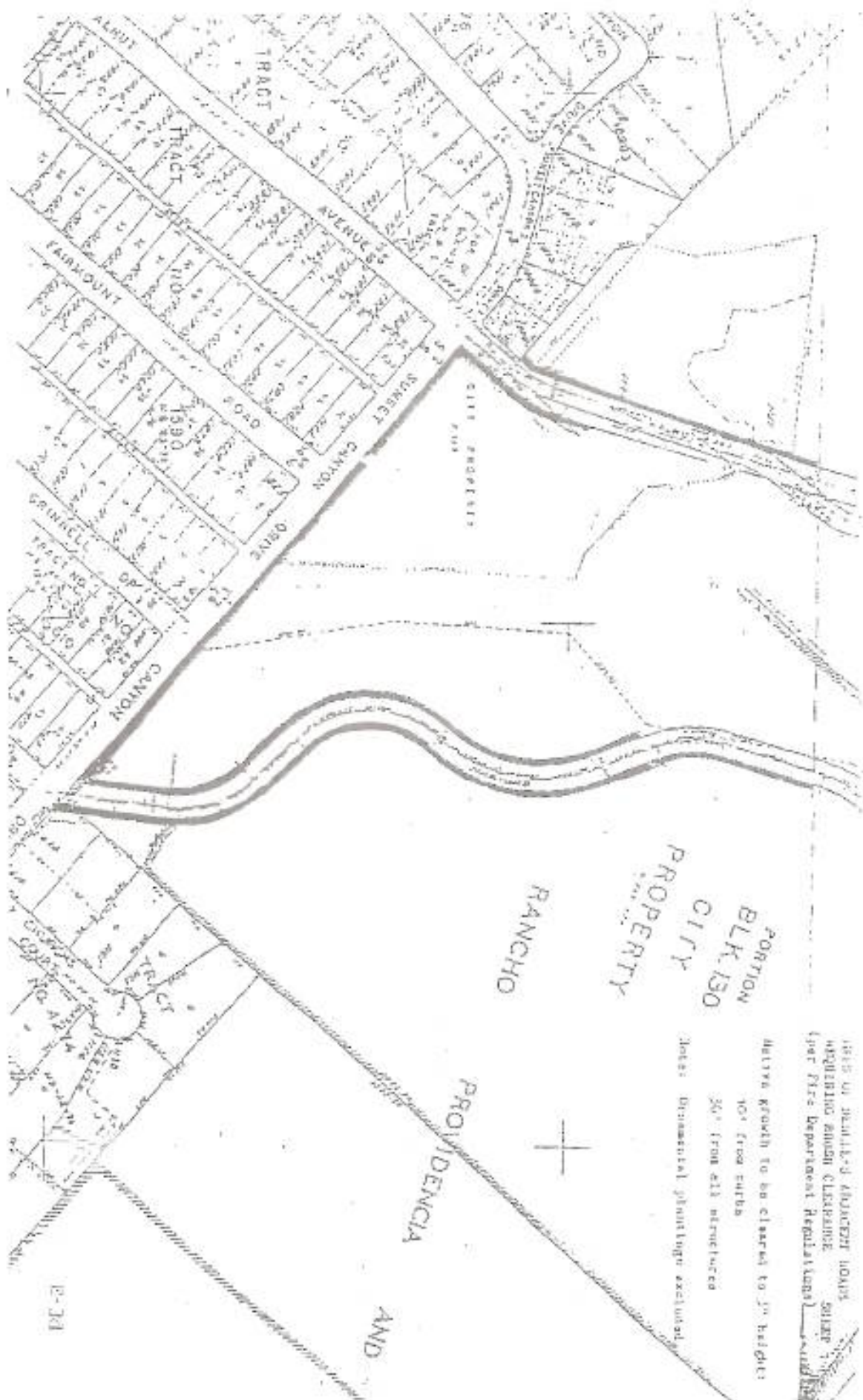
Page 4 of 4





# BRUSH CLEARANCE BOUNDARY MAP

EXHIBIT C





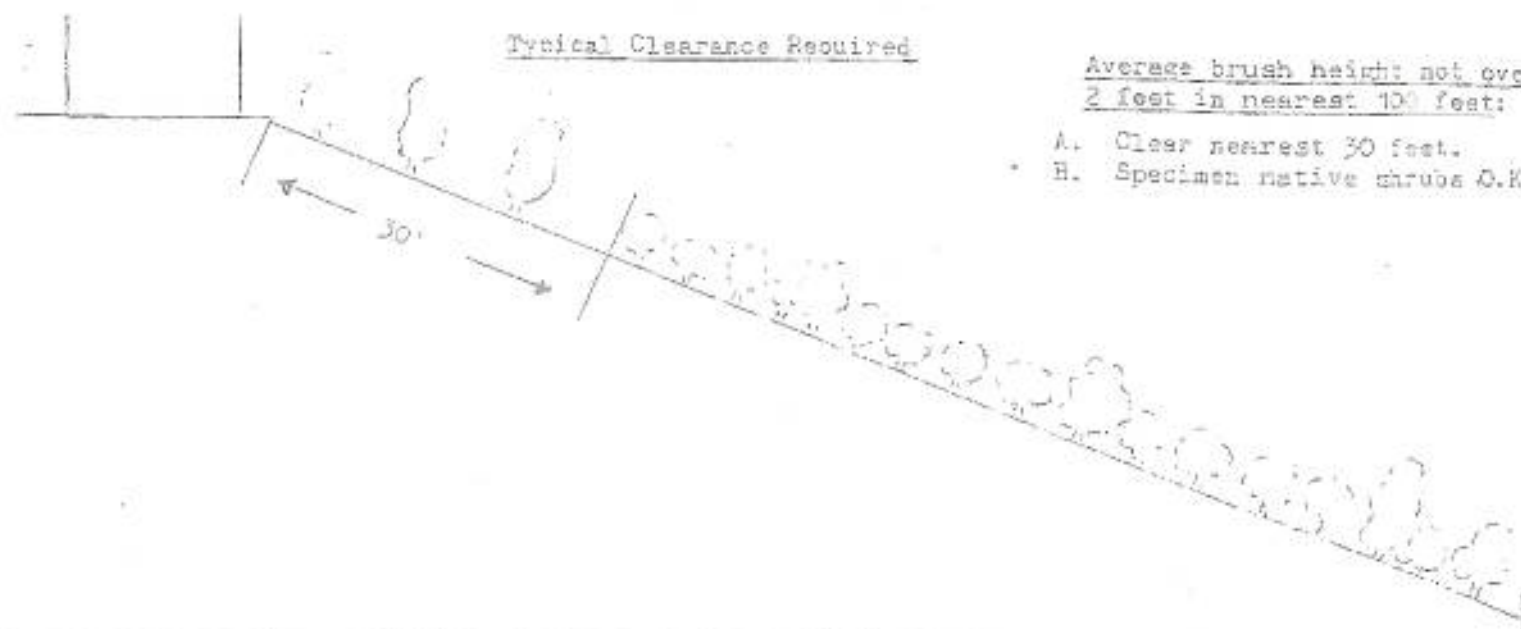


# BRUSH CLEARANCE DIAGRAM

## Typical Clearance Required

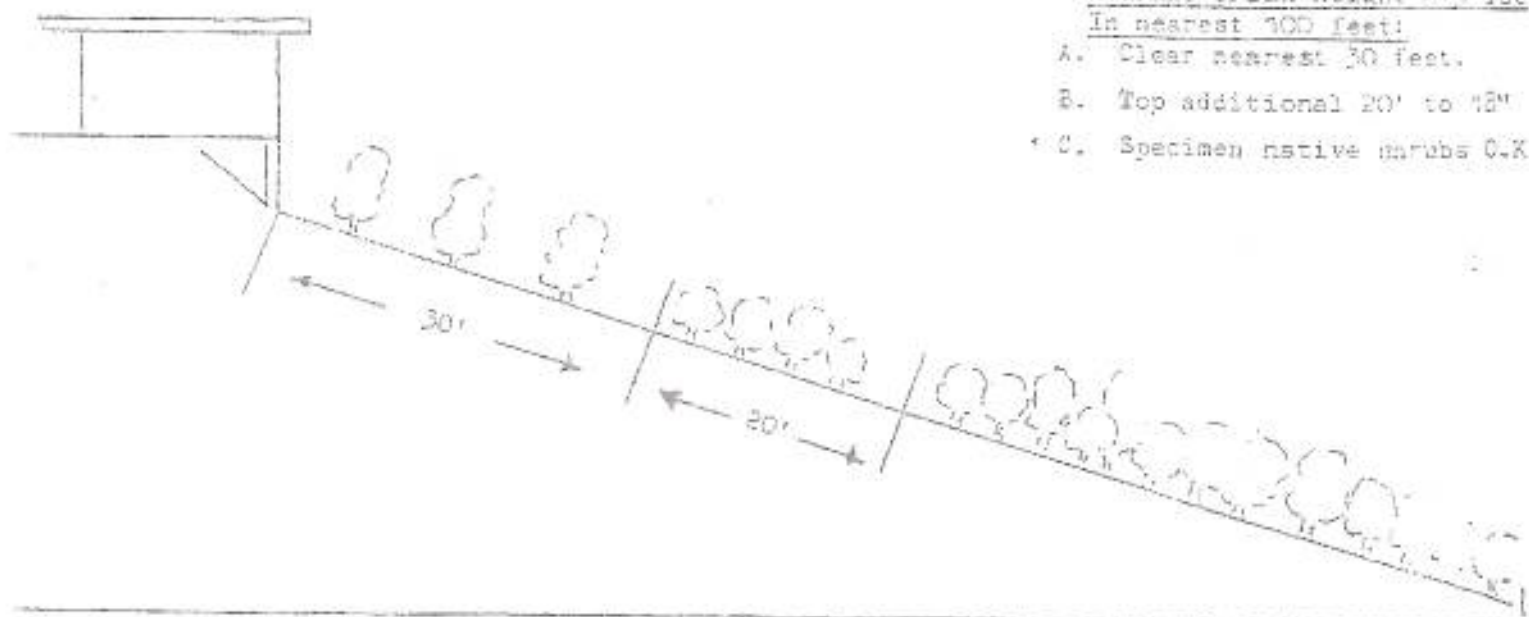
Average brush height: not over  
2 feet in nearest 100 feet:

- A. Clear nearest 30 feet.
- B. Specimen native shrubs O.K.



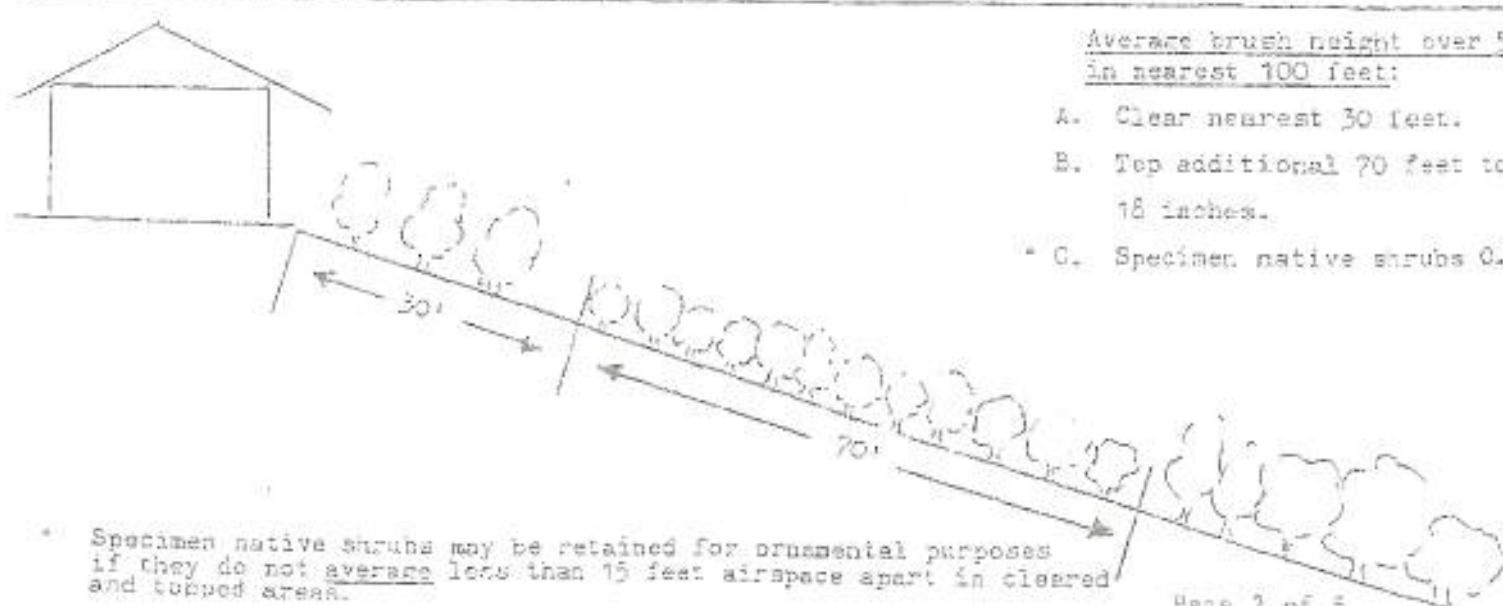
Average brush height 2-5 feet  
in nearest 100 feet:

- A. Clear nearest 30 feet.
- B. Top additional 20' to 18"
- C. Specimen native shrubs O.K.



Average brush height over 5  
in nearest 100 feet:

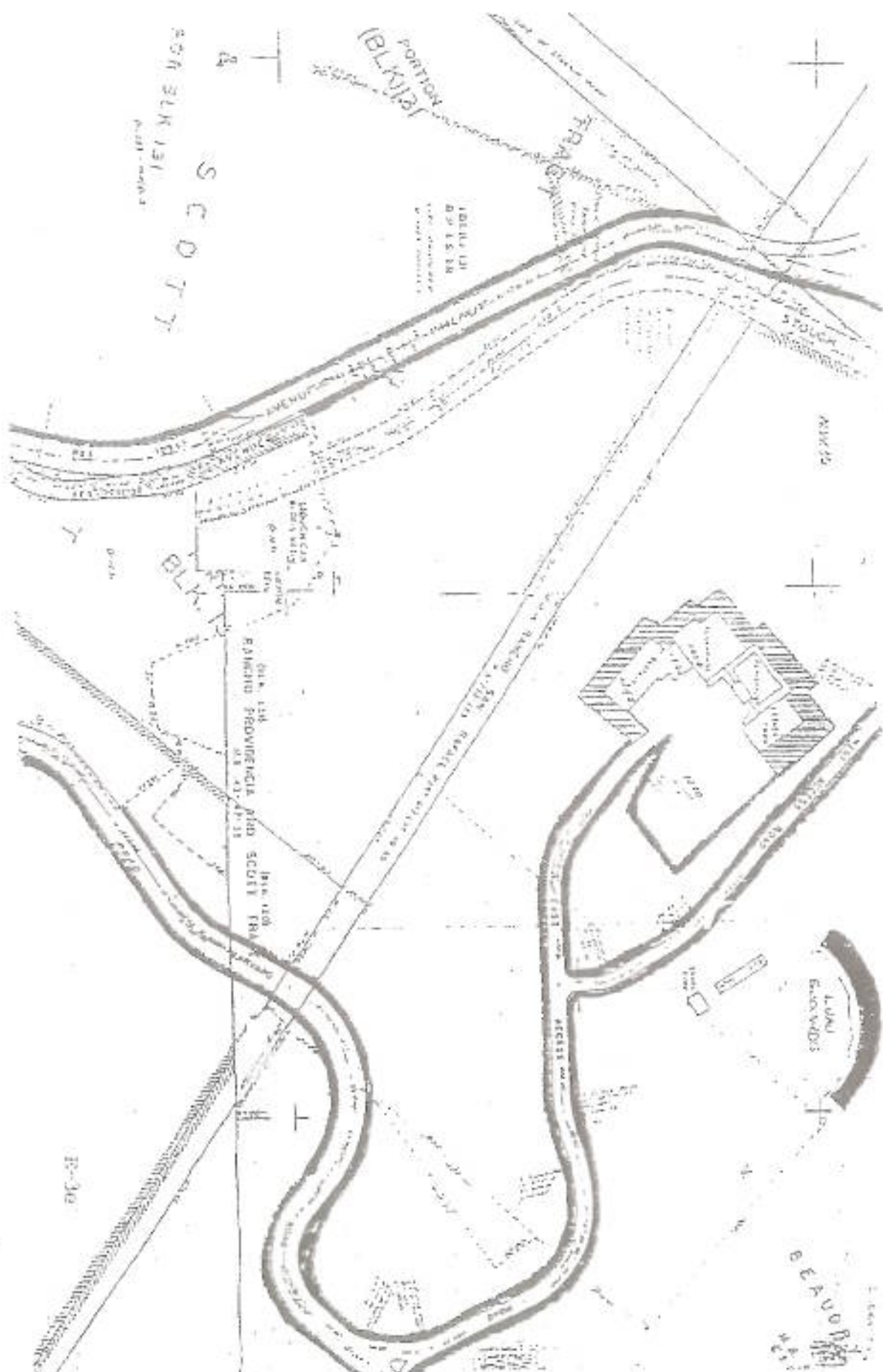
- A. Clear nearest 30 feet.
- B. Top additional 70 feet to  
18 inches.
- C. Specimen native shrubs O.K.



Specimen native shrubs may be retained for ornamental purposes  
if they do not average less than 15 feet airspace apart in cleared  
and topped areas.



## EXHIBIT C







## BRUSH CLEARANCE BOUNDARY MAP

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## BRUSH CLEARANCE BOUNDARY MAP





EXHIBIT D  
TREE PRUNING SPECIFICATIONS

City of Burbank

1.00 Introduction      -Trees and other woody plants respond in specific and predictable ways to pruning and other maintenance practices. Careful study of these responses has led to pruning practices which best preserve and enhance the beauty, structural integrity and functional values of trees.

In an effort to promote practices that encourage the preservation of tree structure and health, the following policies have been established. The Specifications are presented as working guidelines, recognizing that trees are individually unique in form and structure, and that their pruning needs may not always fit strict rules.

1.01 Overview of Specifications      -Any tree work performed on a City tree must be done according to the City's Specifications. There are different criteria for pruning depending on the purpose for the pruning.

- Complete Prune Specifications are used when circumstances deem the entire tree needs to be fully pruned.
- Safety Prune Specifications require less pruning and are used when specific, possibly hazardous (dead/dying) limbs need removal to eliminate all safety concerns. Safety pruning may be recommended in some circumstances instead of a complete prune. Safety Pruning Specifications are used for "as needed" pruning as outlined above and address only safety concerns. Safety pruning includes only the basic requirements and does not include the fine pruning detail work outlined in a complete prune.
- Power Line Clearance Prune Specifications are used for private tree power line clearance (PCL) work and for street tree PLC pruning when the tree is pruned between it's periodic complete pruning cycle.



- Palm Pruning Specifications are used when pruning any type of palm.

All specifications are based on International Society of Arboriculture, National Arborist Association and American National Standards Institute criteria. This guarantees that Burbank City trees receive the best possible care.

1.10 General Requirements -The following requirements are for use during any permitted work to be performed on city trees:

- a. Proper disposal of all tree debris generated.
- b. Assuring good traffic controls and minimizes disruption of the public.
- c. Assuring adequate safety of employees and the public.

Prior to starting any tree work on a City tree, the Contractor must schedule and attend a pre-contract meeting at the De Bell Golf Course, 1500 Walnut Ave., Burbank. At this meeting, schedules, procedures, and any other questions pertaining to the project, as specified in the tree work, shall be discussed and any clarifications addressed by the City.

1.11 Certified Arborist -Any City-contracted tree company shall employ a full-time, permanent certified arborist, as accredited by the International Society of Arboriculture. This person is responsible for ensuring that the Contractor's crews are performing work according to City Specifications.

#### 1.20 Specific Tree Pruning Specifications

- a. All persons performing tree work on City trees must be trained according to tree care standards accepted by the International Society of Arboriculture.

- b. All persons performing tree work on City trees in or around primary electrical lines must be trained to do so according to the "Electrical Safety Orders" of the State of California, including all amendments and revisions.
- c. When tree pruning cuts are made to a side limb, such remaining limb must possess a basal thickness of at least one third (1/3) of the diameter of the wound so affected. Such cuts shall be considered proper only when such remaining limb is vigorous enough to maintain adequate foliage to produce wood growth capable of callusing the pruning cut so affected within a reasonable amount of time.
- d. All final tree pruning cuts shall be made in such a manner so as to favor the earliest possible covering of the wound by natural callus growth. Flush cuts, which produce large wounds or weaken the tree at the cut, shall not be made. The branch collar shall not be removed.
- e. Tree limbs shall be removed and controlled in such a manner as to cause no damage to other parts of the tree, or to other plants or property.
- f. All tools used on a tree known to contain an infectious tree disease shall be properly disinfected immediately before and after completing work on such tree. All major pest problems shall be promptly reported to the City Staff.
- g. All cutting tools and saws used in tree pruning shall be kept sharpened to result in final cuts with an unabraded wood surface and secure bark remaining intact. All trees six (6) inches in diameter or less shall be pruned with hand tools only. Chain saws will not be permitted on any trees six- (6) inches in diameter or less. This is to prevent any unnecessary abrasions to cambial tissue that may predispose a tree to insect and/or disease problems.

- h. Whenever pruning cuts are to be made, while removing limbs too large to hold securely in one hand during the cutting operation, the limbs shall be cut off first, one (1) to two (2) feet beyond the intended final cut. Then the final cut shall be made in a manner to prevent unnecessary tearing back of the bark and wood. Such cutting back shall not include the removal of any live, healthy limbs in excess of six (6) inches in diameter without prior approval from the City Staff.
- i. No more than twenty-five (25) percent of the live wood may be removed from the crown of any tree, excepting live oaks, which are limited to no more than ten (10) percent. As much of the crown should be left in the tree as possible.
- j. Any extraneous metal, wire, rubber or other material (i.e. stakes, ties) interfering with tree growth shall be removed when possible.
- k. Any defective or weakened trees shall be reported to the City Staff. Specifically, any structural weakness of a tree, decayed trunk or branches, shall be reported in writing, noting the location of the tree and a description of the hazard found in the tree.
- l. The use of climbing spurs or spike shoes in the act of pruning trees is prohibited, excepting palms that are more than sixty five (65) feet in height.
- m. Beneficial animal or bird nests or nesting cavities shall be preserved and protected whenever feasible, unless doing so would create a hazard.

1.21 Complete Tree Pruning Specifications –Complete tree pruning shall consist of the total removal of that dead or living branches as may threaten the future health, strength and attractiveness of trees. Specifically, trees shall be pruned in such a manner as to:

- a. Prevent branch and foliage interference with requirements of safe public passage. Over street clearance shall be kept to a minimum of fourteen (14) feet above the paved surface of the street, fourteen (14) feet above the curb and eight (8) feet above the surface of a public sidewalk or pedestrian way. Exceptions are allowed for young trees, which would be irreparably damaged by such pruning action.
- b. Remove all dead and dying branches and branch stubs that are one half (1/2) inch diameter or larger.
- c. Remove all broken or loose branches.
- d. Remove any live branches which interfere with the tree's structural strength and healthful development, which will include the following:
  - Branches which rub and abrade a more important branch.
  - Branches of weak structure, which are not important to the framework of the tree.
  - Branches which, if allowed to grow, would wedge apart the junction of more important branches.
  - Branches forming multiple leaders in a single leader type tree.
  - Branches near the end of a limb which produce more weight or offer more resistance to wind than the limbs are likely to support.
  - Selective removal of undesirable sucker and sprout growth paying specific attention not to nick or damage the sprout "burl".

- Selective removal of one or more developing leaders where multiple branch growth exists near the end of broken or stubbed limbs.
  - Selective removal of limbs obstructing buildings or other structures or traffic signs. Generally, limbs closer than five (5) feet to a building or other structure should be removed unless doing so would severely damage a tree.
  - Removal of branches which project too far outward beyond an otherwise symmetrical form.
- e. Cut back ends of branches and reduce weight where excessive overburden appears likely to result in breakage of supporting limbs.
  - f. Clear trees of sprout or sucker growth to a minimum height of eight (8) feet above ground level. Exceptions are allowed for young trees, which would be irreparably damaged by such pruning action.
  - g. Obtain a balanced appearance when viewed from the opposite side of the street immediately opposite the tree, unless authorized by the City Staff to do otherwise.
  - h. Remove all vines entwined in trees and on tree trunks. Vine tendrils shall be removed without injury to said trees.
  - i. Clear all branches and foliage within ten (10) feet of primary electrical lines and three (3) to five (5) feet of secondary electrical lines.
  - j. Clear all branches that interfere with telephone and cable lines within one (1) foot of lines, wherever feasible.



1.22 Safety Tree Pruning Specifications -Safety tree pruning shall consist of the total removal of those dead or living branches as may menace the future health, strength, and attractiveness of trees. Specifically, trees shall be pruned in such a manner to:

- a. Prevent branch and foliage interference with requirements of safe public passage. Over street clearance shall be kept to a minimum of fourteen (14) feet above the paved surface of the street, fourteen (14) feet above the curb and eight (8) feet above the surface of a public sidewalk or pedestrian way. Exceptions are allowed for young trees, which would be irreparably damaged by such pruning action.
- b. Remove dead and dying branches and branch stubs that are two (2) inches in diameter or more.
- c. Remove all broken or loose branches.
- d. Remove any live branches, which interfere with the tree's structural strength and healthful development, which will include the following:
  - Limbs of weak structure or otherwise hazardous.
  - Selective removal of limbs obstructing buildings or other structures or traffic signs. Generally, limbs closer than five (5) feet to a building or other structure should be removed unless doing so would severely damage a tree.
- e. Clear trees of sprout or sucker growth to a minimum height of eight (8) feet above ground level. Exceptions are allowed for young trees, which would be irreparably damaged by such pruning action.

1.23 Power Line Clearance (PLC) Pruning Specifications - When trees are in the proximity of overhead energized lines and equipment, reliability of service, safety, and governmental standards require a reasonable amount of tree pruning to avoid conductor contacts and grounding of circuits through the trees. Power line clearance pruning, therefore, shall consist of the removal of tree branches for proper electric line clearance in order to minimize the likelihood of power outages and improve safety.

Specifically, trees shall be pruned in such a manner as to:

- a. Clear all branches and foliage within ten (10) feet of primary electrical lines.
- b. Clear all branches that interfere with secondary electric lines within three (3) to five (5) feet.
- c. Protect current tree health, condition and symmetry using Dr. Alex Shigo's book, *Pruning Trees Near Electric Utility Lines* as a guide.

During the tree pruning process, all safe minimum working distances for energized conductors shall be observed. These clearances are defined under ANSI Z133.1-1994. Current ANSI Specifications will supersede these requirements when they take effect. Any contact with energized lines shall be promptly reported to the City.

Access to backyards must be closely coordinated with the property owner, whenever feasible. Spikes may be used for PLC pruning on palms or other trees only when needed for proper safety reasons.

1.24 Palm Pruning Specifications- Palm pruning shall consist of the pruning of the following palms (*Syagrus romanzoffianum*, queen palm, *Phoenix canariensis*, Canary Island date palm; *Washingtonia filifera*, California fan palm; *Washingtonia robusta* and Mexican fan Palm) per these specifications.

- a. The removal of all dead fronds and other dead parts from the trunk. All loose frond sheaths shall be removed along the entire length of the palm trunk.

- b. The removal of all flowers and fruit parts whether dead or alive.
- c. The removal of green fronds leaving only the full green fronds remaining at the crown of the palm within the limits of a thirty (30) degree arc measured from the center line of the tree trunk produced (upwardly). An exception is the Washingtonia palms where a forty-five (45) arc is specified. Precautions shall be taken so that no live fronds are partially cut and left hanging. Any fronds partially cut shall be removed by the Contractor, at no additional cost to the City, within thirty (30) days of completion of the palm pruning project.
- d. The use of climbing spurs or spike shoes in the act of pruning trees is prohibited, excepting palms that are more than sixty five (65) feet in height.
- e. Canary Island date palm (Phoenix canariensis) trunks shall be cleaned of any weed species. The immediate area below the green fronds shall be trimmed to a symmetrical (pineapple) appearance. The shape shall not exceed a minimum of forty-eight (48) inches or a maximum of sixty (60) inches length below the green fronds. The trunk when pruning operations are complete shall be left in a clean, unscathed appearance throughout the entire length of the palm trunk. Canary Island date palms shall be pruned using a sterilized hand saw. The handsaw must be cleaned and sterilized before and after pruning each tree.
- f. All Canary Island date palms (Phoenix canariensis), regular date palm (Phoenix dactylifera), and Senegal date palm (Phoenix reclinata) shall be pruned using a sterile pruning technique to prevent the spread of Fusarium and other palm related diseases. All tools used in the pruning operation on the above named palms shall be cleaned and sterilized after the pruning of each individual palm tree. The recommended sterile solution shall be a mix of at least 10% household bleach and water.
- g. All volunteer palm seedlings that are five (5) feet or less brown trunk height must be removed that are growing within the street/parkway dedicated area, from the base of the tree out to a

ten (10) feet radius around the palm trunk, unless otherwise specified by the City.

1.25 Unacceptable Pruning - - The following procedures, or others that will result in tree decline, are not allowed (storm damage and other extenuating circumstances exempted):

- a. Severe cutting back of all growing tips usually referred to as topping, pollarding or hatracking.
- b. Flush cutting where a cut is made even with the surface of the trunk or limb, removing the branch collar and branch bark ridge.
- c. Stub cutting where branch removal results in the base of branch removed protruding more than approximately one fourth (1/4) inch beyond the zone of branch collar and branch bark ridge.
- d. Removal of a healthy main leader, for reasons other than power line clearance.
- e. Excessive cutting or lifting that exceeds the International Society of Arboriculture or city standards.

1.30 Public Safety and Cooperation - All tree work shall be conducted in a manner as to cause the least possible interference with, or annoyance to others. Pedestrian and vehicular traffic shall be allowed to pass through the work areas only under conditions of safety and with as little inconvenience and delay as possible. Unless the work area is totally barricaded or otherwise kept safe, at least one worker shall serve to coordinate safe operations on the ground at all times when work operations are in progress.

- a. Whenever larger tree sections are being cut in a treetop, which may endanger persons or property, such sections shall be secured by ropes and lowered safely to the ground in a controlled manner.

- b. All fire hydrants, meter vaults, water and gas shut off valves and similar facilities must remain accessible during the course of work. Clear passage and least amount of inconvenience to public traffic ways, businesses and residences shall be maintained.
- c. Noise levels, resulting from tree work operations, must be kept to a minimum at all times. All tree work operations are subject to compliance with all local Noise Restrictions. Operation of tree work equipment should not take place between the hours of 9:00 PM and 7:00 AM weekdays, or between 8:00 PM Saturday and 7:00 AM Monday. Emergencies are exempt from any time restrictions.
- d. All tree work done to City trees, including power line clearance must comply with all tree related safety requirements, including those stated in the safety standards ANSI Z133.1-1994 of the American National Standards Institute, Inc. 1430 Broadway, New York, NY 10018, and no tree work shall be performed around any power lines, which are not in compliance with PUC G.O.95.

1.31 Damage to Public or Private Property - Should any structure or property be damaged during permitted or contracted tree operations the persons conducting the work shall immediately notify the proper owners or authorities. Repairs to property damaged by the responsible party shall be made within forty eight (48) hours, except utility lines which shall be repaired the same working day. Repairs on private property shall be made in accordance with the appropriate building code under permits issued by the City Of Burbank. Any damage caused by the permitted or contracted persons shall be repaired or restored by them at their expense to a condition similar or equal to that existing before such damage or injury, or they shall repair such damage in a manner acceptable to the City. Special attention is drawn to sprinkler systems in the City parkways, and the need to avoid damage, or repair damage as soon as possible.

1.32 Work Performed on Private Property - No permitted or City contracted tree worker shall perform work upon private property without the consent of the property owner.



1.33 Site Cleanup- Cleanup of any debris resulting from any tree operations shall be promptly and properly accomplished. The work area shall be kept safe at all times until all operations are completed. Under no circumstances shall the accumulation of debris be allowed in such a manner as to result in a hazard to the public. All debris from tree operations shall be cleaned up each day before the work crew leaves the site, unless permission is given by the City to do otherwise. All lawn areas, parkways, streets and sidewalks shall be raked and/or blown clean, and all brush, branches, or other debris shall be removed from the site. Areas are to be left in a condition equal to or better than that which existed prior to the commencement of tree operations.

All cuttings, branches, wood chips and other debris shall be cleared from the site and disposed of by the Contractor. Permits, required for this purpose, shall be obtained by the Contractor, as necessary. Disposal expenses will be the Contractor's responsibility. Debris, such as wood chips, shall be left on property only at the direct and specific request of the owner. Firewood (four (4) inches diameter or larger) will be left at the work location in a safe manner, unless the wood is not usable as firewood. Any removal of firewood (wood four (4) inches of diameter or larger) must be authorized by the City.

1.40 Time for Completion- If awarded this project, the Contractor agrees to complete the work within the time parameters jointly agreed upon by the City and the Contractor prior to work commencement, unless specific time deadlines are specified elsewhere in these specifications. Once the work has commenced, the Contractor shall diligently prosecute the same to completion.

1.50 Subcontractors - If subcontractors are used in the performance of this work, each shall be properly licensed by the State of California as a contractor to perform work of this specialty and hold a valid business permit with the City of Burbank. Should any subcontractor fail to perform the work undertaken by him to the satisfaction of the City, said subcontractor shall be removed immediately from the project upon the request of the City and shall not again be employed on the work. The Contractor shall be held liable for the correction of any deficient work.

1.60 Additions and/or Deletions of Work - The City reserves the right to add and/or delete tree work on this project as deemed necessary and in the best interest of the City. Additions and/or deletions shall be made at the unit price accepted by the City upon award of contract.

1.70 Inspections - City Staff will inspect the work performed by the contractor to insure completion of the pruning in accordance with Burbank's Pruning Specifications. Should more than two (2) inspections be required on trees needing additional work, the contractor will be billed for the City staff time.

1.80 Billing - Contractor shall submit a fully itemized bill listing each tree noting:

- a. Address.
- b. Location (front, side right, side left, rear).
- c. Date completed.
- d. Person completing the job.

This information is vital to maintain the city's computerized tree inventory and management system.

#### General Specifications

2.00 Contractor Qualifications - All contractors are required to have a valid appropriate state contractor's license, current City of Burbank business license and be knowledgeable in tree pruning and tree care prior to the commencement of any and all work.

2.01 Standard Specifications for Public Works Construction - The current edition of the "Green Book", Standard Specifications for Public Works Construction and it's updates, supplements and local addendums, shall be included as part of these specifications, unless otherwise directed in these specifications.

2.02 Specifications Interpretation - The intent of these specifications is known by the City. Any questions relating to the interpretation of these specifications must be addressed, in writing prior to the start of work. The Contractor agrees that interpretations of this contract after the start of work are at the City's sole discretion, and the Contractor shall abide by all such interpretations.

2.03 Extra Work - In the event the Contractor is required by the City to perform extra work, the following procedure shall govern such work.

- a. When required by the City, an estimate of cost will be submitted by the Contractor for approval prior to work being done. The Contractor shall maintain records sufficient to distinguish the direct cost of other operations. He shall furnish reports of extra work on forms furnished by the Contractor, itemizing all costs for labor, materials and equipment rental. The report shall include hours worked and be in accordance with the following conditions:
  1. Work will be executed under the direction of the City on a time and material basis or an agreed lump sum price depending on the nature of the work.
  2. City will issue a work request for such extra work to be performed.
  3. Extra work will not be initiated without written authorization, except in emergency call-out situations. Specific emergency situations will be solely defined by the City.
  4. Extra work may include, but is not limited to, the following:
    - a). Repairs to landscaping, sprinkler systems or facilities, unless damaged by Contractor.

2.04 Protection of Existing Facilities and Structures - The Contractor shall exercise due care in protecting from damage all existing facilities, structures, and utilities, both above surface and underground on the City's property. Any damage to City property caused by the Contractor's neglect shall be corrected or paid for by the Contractor at no cost to the City. The City shall make the determination of fault. The City reserves the right to issue a Stop Work Notice if any damage is not promptly repaired by the Contractor, within twenty-four (24) hours of the damage incurred.

If the City requests or directs the Contractor to perform work in a given area, it will be the Contractor's responsibility to verify and locate and underground systems (i.e. utility lines) and take responsibility for taking reasonable precaution when working in these areas. Contractor shall call Underground Alert (800) 422-4133 at least two (2) working days prior to digging for line locations. Any damage or problems shall be reported immediately to the City. If the Contractor discovers something unexpected or a unique problem occurs, he should stop work and immediately contact the City for timely resolution of the problem.

2.05 Contractor's Staff - The Contractor shall provide sufficient personnel to perform all work in accordance with the specifications set forth herein. All of the Contractor's personnel shall be supervised by a qualified, English speaking supervisor in the employ of the Contractor. The supervisor shall be available at all times to the City during work operations. The responsibility for all work performed will remain with the full-time certified arborist.

The Contractor shall furnish the necessary competent and key personnel to properly supervise and direct the work of fully equipped competent and experienced crews as well as all safety equipment, including but not limited to, all equipment and work procedures required by ANSI Z133.1-1994. All timekeeping, bookkeeping and other necessary clerical and office work required in the performance of the contract shall be secured by the Contractor.

The Contractor shall be responsible for the supervision of all of his crews. He shall check all of his crews regularly for proper quantity and quality of work, proper maintenance of tools and equipment, and safety.

2.06 Substitutions - Whenever a specific type of material is specified, no substitutions shall be allowed without written consent of the City.

2.07 Certification of Materials - All materials shall be delivered on the site in original containers. Materials shall be subject to inspection by the City. Materials not meeting the City's standards will not be approved by the City, and Contractor shall return any such non-satisfactory items at his/her cost.

2.08 Contractor Neglect - Any damage to the City or private property which has been determined to be due to the Contractor's neglect shall be corrected at no additional cost to the City.

2.09 Hours of Operation - The Contractor shall perform all work between the hours of 7:00 a.m. and 4:00 p.m., Monday through Friday. No work shall be performed on weekends or on City recognized holidays without written City approval.

2.10 Specifications and Plans - The work performed shall be done in accordance with the Standard Specifications for Public Works Construction, latest edition, hereinafter referred to as Standard Specifications.

In case of conflict between the Standard Specifications and this Specification, this Specification shall take precedence over and be used in lieu of such conflicting portions.

Where the plans or Specifications describe portions of work in general terms, but not complete detail, it is understood that workmanship of the finest quality is to be used. Unless otherwise specified, the Contractor shall furnish all labor, materials, tools, equipment and incidentals and do all the work involved in executing the contract.

2.11 Sound Control Requirements - The Contractor shall comply with all local sound control and noise level rules, regulations and ordinances, which apply to any work performed pursuant to the Contract. Each internal combustion engine used for any purpose on the job or related to the job shall be equipped with a muffler of a type recommended by the manufacturer of such equipment. No internal combustion engine shall be operated on the project without said muffler. Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefore. Sounds such as loud music that are not related to the project shall be kept at levels so as to not disturb the general public.

2.12 Construction Equipment - The Contractor shall take all necessary precautions for safe operation of his equipment and the protection of the public from injury and damage from such equipment.



2.13 Traffic Control - The Contractor shall notify the City of intent to begin the contract work at least five (5) days before work is begun. The Contractor shall cooperate with local authorities relative to handling traffic through the areas and shall make arrangements relative to keeping the working area safe and clear of vehicles.

When entering or leaving roadways carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic. All traffic delineation and work area protection shall conform to the Work Area Traffic Control Handbook (W.A.T.C.H.).

The Contractor shall make every effort to keep commercial driveways open during working hours. Should this not be possible, Contractor shall coordinate with the property owners affected to insure that designated times of ingress and egress are available. After working hours, all driveways shall be accessible with smooth and safe crossings through any construction area (State of California Traffic Manual).

2.14 Inquiries and Complaints - The Contractor shall maintain an office at some fixed place and shall maintain a telephone thereat, listed in the telephone directory in his own name or in the firm name by which he is most commonly known. Furthermore, the Contractor shall, at all times, have some responsible person(s), employed by the Contractor, to take the necessary action regarding all inquiries and complaints that may be received from the City and/or private citizens during normal working hours.

Whenever immediate action is required to prevent impending injury, death or property damage to the facilities being maintained, City may, after reasonable attempt to notify the Contractor cause such action to be taken by the City work force. All costs of any such action shall be charged against the Contractor, or the City may deduct such cost from any amount due to Contractor from City.

All complaints shall be abated as soon as possible after notification, to the satisfaction of the City. If any complaint is not abated within a reasonable time, the City shall be notified immediately of the reason for not abating the complaint followed by a written report to the City within five (5) days. If the complaints are not abated within the time specified or to the satisfaction of the City, the City may correct the specific complaint and the total cost incurred by the City will be deducted and forfeit from the payments owing to the Contractor from the City. Such cost shall include all City staff time required to resolve the problem and appropriate overhead charges.

2.15 Notification of Locations of Work - Contractor shall notify the designated City Staff when subcontractor crews will be working at either course. Said notifications will be made on a daily basis by telephone/fax or by weekly written schedules, which specify the entire week's locations, forwarded.